

SERFF Tracking Number: MASS-128260660 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number:
Company Tracking Number: GMIB ENDORSEMENTS - 2012
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: GMIB Endorsements - 2012
Project Name/Number: GMIB Endorsements - 2012/GMIB Endorsements - 2012

Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: GMIB Endorsements - 2012 SERFF Tr Num: MASS-128260660 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num:
Closed

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: GMIB State Status: Approved-Closed
ENDORSEMENTS - 2012

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Diane Decoteau, Mary Ellen Smith, Sharon Wheeler, Amie Clark
Disposition Date: 04/24/2012

Date Submitted: 04/17/2012 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GMIB Endorsements - 2012

Status of Filing in Domicile: Pending

Project Number: GMIB Endorsements - 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: 04/24/2012

State Status Changed: 04/24/2012

Deemer Date:

Created By: Mary Ellen Smith

Submitted By: Diane Decoteau

Corresponding Filing Tracking Number:

Filing Description:

RE: Massachusetts Mutual Life Insurance Company NAIC #65935; Group #435; TIN #04-1590850

Form #GMIB.2-END – Guaranteed Minimum Income Benefit Rider Endorsement

Form #GMIB.3-END – Guaranteed Minimum Income Benefit Rider Endorsement

The captioned GMIB.2-END and GMIB.3-END endorsements are being submitted for your approval. The endorsements are for use with our GMIB.2 and GMIB.3 riders which were sold with our Individual Variable Deferred Annuity Contract chassis, form TMLS. Form TMLS was previously approved by your Department on December 13, 2001. Neither

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GMIB.2 nor GMIB.3 are currently being offered for sale.

- GMIB.2 – approved by your Department May 11, 2007;
- closed to new sales 09/08/08;
- GMIB.3 – approved by your Department June 16, 2008;
- 6% version closed to new sales 12/2/08;
- 5% version closed to new sales 03/31/09.

The only purpose of the GMIB.2-END and GMIB.3-END endorsements is to modify GMIB.2 and GMIB.3 riders respectively by eliminating the cap that was originally imposed on the rider's benefit. The GMIB.2 and GMIB.3 riders are no longer offered for sale and only apply to contracts currently in force. We will notify those contract owners who currently have a GMIB.2 or GMIB.3 rider of this change by mail. We intend to make this change unilaterally and we do not intend to seek contract owner consent because the change is beneficial to all contract owners who currently have a GMIB.2 or GMIB.3 rider.

The material that is bracketed in the endorsements is intended to be illustrative and variable and may be modified on a non-discriminatory basis. A Memorandum of Variable Material for each form has been included with this submission.

Also enclosed is the Actuarial Memorandum Living Benefit Rider Description for Endorsements GMIB.2, GMIB.3 ("Actuarial Memorandum") in support of this filing.

We believe the enclosed forms are exempt from state mandated policy language simplification requirements because they will be used exclusively for products that are registered with the Securities and Exchange Commission.

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

If you have any questions regarding this filing, please call me at 1-800-234-5606, extension 24867, or my associate, Mary Ellen Smith at extension 24865. My email address is ddecoteau@massmutual.com. We would appreciate your approval of this filing at your earliest convenience.

State Narrative:

Company and Contact

Filing Contact Information

Diane Decoteau,
1295 State Street

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

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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: \$150.00
Retaliatory? Yes
Fee Explanation: The filing fee for our state of domicile is \$75 per form. \$75 x 2 forms = \$150.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	\$150.00	04/17/2012	58044851

SERFF Tracking Number: MASS-128260660 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number:
Company Tracking Number: GMIB ENDORSEMENTS - 2012
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: GMIB Endorsements - 2012
Project Name/Number: GMIB Endorsements - 2012/GMIB Endorsements - 2012

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/24/2012	04/24/2012

SERFF Tracking Number: MASS-128260660 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number:
 Company Tracking Number: GMIB ENDORSEMENTS - 2012
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: GMIB Endorsements - 2012
 Project Name/Number: GMIB Endorsements - 2012/GMIB Endorsements - 2012

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Memorandum of Variable Material		Yes
Supporting Document	Compliance Certification		Yes
Supporting Document	Reference Documents		Yes
Form	GUARANTEED MINIMUM INCOME BENEFIT RIDER ENDORSEMENT		Yes
Form	GUARANTEED MINIMUM INCOME BENEFIT RIDER ENDORSEMENT		Yes

SERFF Tracking Number: MASS-128260660 State: Arkansas
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 Company Tracking Number: GMIB ENDORSEMENTS - 2012
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: GMIB Endorsements - 2012
 Project Name/Number: GMIB Endorsements - 2012/GMIB Endorsements - 2012

Form Schedule

Lead Form Number: GMIB.2-END

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GMIB.2-END	Policy/Contract/ Fraternal Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			GMIB2 Modifications Endorsement. pdf
	GMIB.3-END	Policy/Contract/ Fraternal Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			GMIB3 Modifications Endorsement. pdf

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

GUARANTEED MINIMUM INCOME BENEFIT RIDER
ENDORSEMENT

This Endorsement modifies the Guaranteed Minimum Income Benefit Rider which modifies the Contract to which it is attached. In case of a conflict with any provision in the Guaranteed Minimum Income Benefit Rider or the Contract, the provisions of this Endorsement will control. This Endorsement should be read in conjunction with the Contract and the Guaranteed Minimum Income Benefit Rider.

This Endorsement amends the Guaranteed Minimum Income Benefit Rider to reflect that there is no longer a Guaranteed Minimum Income Benefit cap or maximum value.

Accordingly, this Endorsement amends and supersedes Item 2 in the Guaranteed Minimum Income Benefit Rider which states that "The benefit is capped at [200% or 250%] of the Purchase Payments made within the first two Contract Years adjusted for withdrawals as provided in the Adjustment For Withdrawals section of this rider."

Item 2 is hereby replaced by the following:

2. Crediting of the annual interest rate of [5% or 6%] to the Guaranteed Minimum Income Benefit will be discontinued:
 - On the Contract Anniversary following the Annuitant attaining Age 85; or
 - If the contract value is fully annuitized; or
 - If the Guaranteed Minimum Income Benefit is fully annuitized; or
 - If the Guaranteed Minimum Income Benefit Rider is terminated; or
 - If the Contract is terminated.

Signed for Massachusetts Mutual Life Insurance Company by:

[*Christine C. Pease*]

[SECRETARY]

[*My W. [Signature]*]

[PRESIDENT]

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

GUARANTEED MINIMUM INCOME BENEFIT RIDER
ENDORSEMENT

This Endorsement modifies the Guaranteed Minimum Income Benefit Rider which modifies the Contract to which it is attached. In case of a conflict with any provision in the Guaranteed Minimum Income Benefit Rider or the Contract, the provisions of this Endorsement will control. This Endorsement should be read in conjunction with the Contract and the Guaranteed Minimum Income Benefit Rider.

This Endorsement amends the Guaranteed Minimum Income Benefit Rider to reflect that there is no longer a Guaranteed Minimum Income Benefit cap or maximum value.

Accordingly, this Endorsement amends and supersedes Item 2 in the Guaranteed Minimum Income Benefit Rider which states that "The benefit is capped at [200% or 250%] of the Purchase Payments made within the first two Contract Years adjusted for withdrawals as provided in the Adjustment For Withdrawals section of this rider."

Item 2 is hereby replaced by the following:

2. Crediting of the annual interest rate of [5% or 6%] to the Guaranteed Minimum Income Benefit will be discontinued:
 - On the Contract Anniversary following the Annuitant attaining Age 90; or
 - If the contract value is fully annuitized; or
 - If the Guaranteed Minimum Income Benefit is fully annuitized; or
 - If the Guaranteed Minimum Income Benefit Rider is terminated; or
 - If the Contract is terminated.

This Endorsement also amends and supersedes the section titled **Reset Option** by deleting the following text, which is the second sentence in the first paragraph of that section: "At such time, the Company will also reset the benefit cap in Item 2 above to equal [200% or 250%] of the reset Guaranteed Minimum Income Benefit adjusted for withdrawals as provided in the Adjustment for Withdrawals section of this rider."

Signed for Massachusetts Mutual Life Insurance Company by:

[*Christine C. Peaslee*]

[SECRETARY]

[*My W. [Signature]*]

[PRESIDENT]

SERFF Tracking Number: MASS-128260660 State: Arkansas
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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: N/A to this filing. The endorsements are being used with a variable product.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: N/A - This is not a policy filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments: Attached please find the Actuarial Memorandum in support of this filing.		
Attachment: GMIB Actuarial Memo-Generic-signed.pdf		

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variable Material		
Comments: Attached please find a Memorandum of Variable Material for each submitted form.		
Attachments: _GMIB 2 Generic Statement of Variables.pdf _GMIB 3 Generic Statement of Variables.pdf		

	Item Status:	Status Date:
Satisfied - Item: Compliance Certification		

SERFF Tracking Number: MASS-128260660 State: Arkansas
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Comments:

Attached please find the Compliance 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:

AR Compliance Certification.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Reference Documents

Comments:

Attached for your reference are copies of the previously approved GMIB.2 and GMIB.3 riders.

Attachments:

GMIB.2 Rider Reference Document.pdf

GMIB.3 Rider Reference Document.pdf

Massachusetts Mutual Life Insurance Company

MEMORANDUM OF VARIABLE MATERIAL

April 2012

***GMIB.2-END for use with Guaranteed Minimum Income Benefit Rider
GMIB.2 and Individual Variable Deferred Annuity Contract TMLS***

The material that is bracketed in the captioned endorsements 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. We have duplicated the bracketing in the right-hand column only as a means of identification of variable material in the source documents, not to denote variability within this document.

Provision with Brackets	Description
GMIB.2-END	<p><i>The Minimum Guaranteed Income Benefit Rider GMIB.2 that is being amended by the captioned Endorsement provided for a contract owner choice of either a 5% rollup with a 200% cap of the Purchase Payments made in the 1st two years or a 6% rollup with a 250% cap of the Purchase Payments made in the 1st two years.</i></p> <p><i>The variability within the captioned Endorsement therefore is based on the contract owner's selection of either the 5% or 6% benefit with the accompanying cap as detailed below.</i></p> <p><i>In the third paragraph, the endorsement references a statement from the GMIB.2 rider that is to be amended that "The benefit is capped at [200% or 250%] of the Purchase Payments made within the first two Contract Years adjusted for withdrawals as provided in the Adjustment for Withdrawals section of this rider".</i></p> <p><i>In the fourth paragraph, in the amended Item 2, "Crediting of the annual interest rate of [5% or 6%] to the Guaranteed Minimum Income Benefit will be discontinued:"</i></p>
Officer Signatures and Titles	<p><i>The officers' signatures and the titles, "Secretary" and "President", are bracketed to allow for future variability. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company</i></p>

Massachusetts Mutual Life Insurance Company

MEMORANDUM OF VARIABLE MATERIAL

April 2012

***GMIB.3-END for use with Guaranteed Minimum Income Benefit Rider
GMIB.3 and Individual Variable Deferred Annuity Contract TMLS***

The material that is bracketed in the captioned endorsements 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. We have duplicated the bracketing in the right-hand column only as a means of identification of variable material in the source documents, not to denote variability within this document.

Provision with Brackets	Description
GMIB.3-END	<p><i>The Minimum Guaranteed Income Benefit Rider GMIB.3 that is being amended by the captioned Endorsement provided for a contract owner choice of either a 5% rollup with a 200% cap of the Purchase Payments made in the 1st two years or a 6% rollup with a 250% cap of the Purchase Payments made in the 1st two years.</i></p> <p><i>The variability within the captioned Endorsement therefore is based on the contract owner's selection of either the 5% or 6% benefit with the accompanying cap as detailed below.</i></p> <p><i>In the third paragraph, the endorsement references a statement from the GMIB.3 rider that is to be amended that "The benefit is capped at [200% or 250%] of the Purchase Payments made within the first two Contract Years adjusted for withdrawals as provided in the Adjustment for Withdrawals section of this rider".</i></p> <p><i>In the fourth paragraph, in the amended Item 2, "Crediting of the annual interest rate of [5% or 6%] to the Guaranteed Minimum Income Benefit will be discontinued:"</i></p> <p><i>In the last paragraph, the endorsement references a statement from the GMIB.3 rider that is to be amended that "At such time, the Company will also reset the benefit cap in Item 2 above to equal [200% or 250%] of the reset Guaranteed Minimum Income Benefit adjusted for withdrawals as provided in the Adjustment for Withdrawals section of this rider".</i></p>
Officer Signatures and Titles	<p><i>The officers' signatures and the titles, "Secretary" and "President", are bracketed to allow for future variability. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company</i></p>

STATE OF ARKANSAS

CERTIFICATION

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

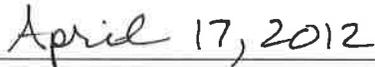
I certify that the form and submission comply with all laws, regulations, bulletins and published guidelines applicable to this type of form.



Sharon R. Wheeler

Director

Title



Date

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

GUARANTEED MINIMUM INCOME BENEFIT RIDER

This rider modifies the Contract to which it is attached. The effective date of this rider is the Rider Effective Date shown on the Contract Schedule. This rider is not available for selection on or after Age [76]. In the case of a conflict with any provision in the Contract, the provisions of this rider will control.

The Contract is modified as follows:

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

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

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

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

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

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

1. The Contract Owner may only use the Guaranteed Minimum Income Benefit by annuitizing the Contract on any Contract Anniversary after the expiration of the benefit waiting period provided the Annuitant is at least Age [60] but not older than Age [85]. The Guaranteed Minimum Income Benefit ends upon the Contract Anniversary following the Annuitant's Age [85], and no further charges for this benefit will be assessed.
 - If there has not been a reset of the Guaranteed Minimum Income Benefit, the portion of the Contract Value applied towards annuitizing the Guaranteed Minimum Income Benefit will be in the same proportion as the Purchase Payments received in the first two Contract Years bears to the total Purchase Payments received. The remaining portion of the Contract Value not applied will be available for use outside the Guaranteed Minimum Income Benefit.

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

A = the last reset amount; and

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

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

2. The benefit is capped at [200% or 250%] of the Purchase Payments made within the first two Contract Years adjusted for withdrawals as provided in the Adjustment For Withdrawals section of this rider.
3. The method of annuitization chosen may be a Variable Annuity, a Fixed Annuity, or a combination Fixed and Variable Annuity. If a combination is elected, the Contract Owner must specify what part of the Guaranteed Minimum Income Benefit is to be applied to the Fixed and Variable options. Annuity Options available include Life and Joint and Survivor Life which may have a period certain feature. A Period Certain Annuity is also available; provided, however, that the period certain must be at least [twenty (20)] years.
 - Fixed Annuity payments will be determined in accordance with the Contract provisions with the following exception: if the Guaranteed Minimum Income Benefit applied to the Annuity Purchase Rates set forth in the Fixed Annuity Rate Tables produces a higher payment, the Annuitant will receive the higher Fixed Annuity payment.
 - Variable Annuity payments will be determined in accordance with the Contract provisions with the following exception: if the Guaranteed Minimum Income Benefit applied to the Annuity Purchase Rates set forth in the Fixed Annuity Rate Tables based on an assumed effective annual interest rate of [4%] produces a higher initial payment, the Annuitant will receive the higher initial Variable Annuity payment.

Reset Option

On each Contract Anniversary, beginning with the second Contract Anniversary, the Contract Owner may elect to reset the Guaranteed Minimum Income Benefit to the Contract Value as of the Contract Anniversary.

This reset will begin a new [ten-year] benefit waiting period. The Contract Owner must elect the reset by Written Request, within 30 calendar days prior to the Contract Anniversary.

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

If the Contract Value (that is, the Contract Value as of the reset, adjusted for subsequent withdrawals and investment experience) exceeds the Guaranteed Minimum Income Benefit, the Company will increase the Guaranteed Minimum Income Benefit to equal the Contract Value. The reset option is only available up to and including Age [75].

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

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

Example 1:

[Contract issue 09/01/2007 with GMIB Rider
Purchase Payments in first two years: \$100,000
No further payments or withdrawals
GMIB: \$110,250 as of 08/31/2009 (benefit waiting
period ends 08/31/2017)
Contract Value at end of year 2: \$120,000

Reset chosen as of 2nd Contract Anniversary
(09/01/2009)
New GMIB: \$126,000 (\$120,000 x 5% credited
interest at beginning of new Contract Year)
New benefit waiting period now ends 08/31/2019

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

Example 2:

Contract issue 09/01/2007 GMIB Rider
Purchase Payments in first two years: \$100,000
No further payments or withdrawals
GMIB: \$110,250 as of 08/31/2009 (benefit waiting
period ends 08/31/2017)
Contract Value at end of year 2: \$90,000

Reset chosen as of 2nd Contract Anniversary
(09/01/2009)
No Reset, since Contract Value is less than GMIB -
GMIB will be \$115,763 (\$110,250 x 5%
credited interest)
Benefit waiting period still ends 08/31/2017

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

Withdrawal Benefit for Annuity Options with Period Certain Payment Feature

If a Variable Annuity Option with a Period Certain Payment feature has been chosen, the Contract Owner may, upon Written Request, withdraw a portion of the Commuted Value of any remaining Period Certain Payments, subject to the following conditions:

1. A partial or full withdrawal may be made from a Contract.
 - Partial withdrawals are limited to [1] per Contract Year and must be a minimum amount of [\$5000].
 - The remaining payment after a partial withdrawal must be at least [\$100].
2. Any request for a withdrawal will be taken proportionately from the Sub-Accounts of the Separate Account that the Contract Owner is invested in as of the date of the withdrawal.
3. The amount of any withdrawal will be paid by the Company within seven (7) calendar days of the Written Request unless the Suspension or Deferral of Payments Provision is in effect.
4. Life Contingent payments cannot be withdrawn.

Commuted Value

The Commuted Value of the remaining Period Certain Annuity Payments is calculated using the Commuted Value Formula specified herein. All Commuted Values will be determined upon the Company's receipt of a Written Request. Upon receipt of such Written Request, the Contract Owner will be provided with a notice of the amount payable, how the amount was determined and the impact on remaining Annuity Payments, if applicable.

Once a withdrawal is made, the remaining Period Certain Annuity Payments will be reduced proportionally. Withdrawals will not affect Annuity Payments that are to be made after the Period Certain is over, if any.

Commuted Value Formula

The Commuted Value is the actuarial present value of remaining Annuity Payments that are being withdrawn, in accordance with the terms and conditions of the Contract. The present value is determined using an assumed effective annual interest rate of [4%] [plus 1%] as of the date of the withdrawal.

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

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

Signed for Massachusetts Mutual Life Insurance Company by:

[ABCDE]

[ABC]

[SECRETARY]

[PRESIDENT]

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

GUARANTEED MINIMUM INCOME BENEFIT RIDER

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

The Contract is modified as follows:

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

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

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

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

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

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

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

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

A = the last reset amount; and

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

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

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

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

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

Reset Option

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

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

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

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

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

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

Example 1:

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

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

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

Example 2:

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

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

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

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

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

Signed for Massachusetts Mutual Life Insurance Company by:

[]

[SECRETARY]

[ABC]

[PRESIDENT]