

Massachusetts Mutual Life Insurance Company

1295 State Street
Springfield, Massachusetts 01111-0001

Group Whole Life Insurance Certificate

INSURED	JOHN A. DOE
CERTIFICATE DATE	JANUARY 01, 2014
CERTIFICATE NUMBER	123456789
FACE AMOUNT	\$35,000

READ YOUR CERTIFICATE CAREFULLY. It has been written in readable language to help you understand its terms. We have used examples to explain some of its provisions. These examples do not reflect the actual amounts or status of this Certificate. As you read through the Certificate, remember the words "we," "us," and "our" refer to Massachusetts Mutual Life Insurance Company.

Subject to the provisions of this Certificate, we will pay the Death Benefit to the Beneficiary when due proof of the Insured's death is received at our Administrative Office.

The terms of this Certificate are contained on this and the following pages. For service and information on this Certificate, contact the agent who sold the Certificate, any of our agency offices, or our Administrative Office. You may contact us at our Administrative Office, toll free: 1-844-975-7522, or visit our website at www.MassMutualAtWork.com. This Certificate is delivered in and governed by the laws of the State of New York.

YOU HAVE THE RIGHT TO RETURN THIS CERTIFICATE. If you decide not to keep this Certificate, return it within 30 days after you receive it. It may be returned by delivering or mailing it to our Administrative Office. Then, the Certificate will be treated as though it had never been issued. We will promptly refund any premium paid for it.

Signed for Massachusetts Mutual Life Insurance Company.

Sincerely yours,



PRESIDENT



SECRETARY

This Group Whole Life Insurance Certificate provides that:

A Death Benefit is payable when the Insured dies.
Premiums are payable until age 95 or to the Insured's death, if earlier.
This Certificate is participating - Annual dividends may be paid.

Certificate Summary – Please Read Your Certificate Carefully.

This Summary briefly describes some of the major Certificate provisions. Since it does not go into detail, the actual Certificate provisions will prevail. See the Certificate provisions for full information and any limits that may apply. The Table Of Contents shows where the provisions may be found.

The insurance provided is whole life insurance. We will pay a Death Benefit if the Insured dies while the Certificate is in force. In force means that the insurance has not terminated.

Premiums are payable in advance to a stated date or to the death of the Insured, if earlier. We allow a Grace Period for payment of each premium after the initial premium payment. If a premium is not paid by the end of the Grace Period, the Certificate will lapse as of the due date of that premium.

If this Certificate lapses, the insurance may terminate or it may continue in force at a reduced amount. In either case, there is a right to reinstate the Certificate, subject to certain conditions.

Other rights available while the Insured is living include the rights to:

- Change the Certificateowner or any Beneficiary;
- Assign this Certificate;
- Receive any dividends allocated to this Certificate;
- Make loans; and
- Surrender this Certificate.

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Any Riders and Endorsements, and a copy of the Application for the Certificate, follow page 20.

**CERTIFICATE SPECIFICATIONS
WHOLE LIFE CERTIFICATE**

INSURED	JOHN A. DOE	FACE AMOUNT	\$35,000
CERTIFICATE NUMBER	123456789	RISK CLASS	Non-Tobacco
CERTIFICATE DATE	JANUARY 1, 2014	DATE OF BIRTH	January 1, 1964
MATURITY DATE	JANUARY 1, 2084	ISSUE AGE	50
GROUP POLICYHOLDER	ABC CORPORATION	CERTIFICATEOWNER	JANE SMITH

BASIC CERTIFICATE INFORMATION

PLAN	Whole Life
MINIMUM PAID-UP LIFE INSURANCE AMOUNT	\$1,000
INITIAL PREMIUM PAYMENT FREQUENCY	Annual
LOAN INTEREST RATE	8%

RIDER INFORMATION

THIS CERTIFICATE HAS BEEN ISSUED ON A UNISEX RATE BASIS

<u>PREMIUM INFORMATION</u>	<u>Amount</u>	<u>Payable To</u>
Annual Certificate Premium* (excluding Riders):	\$5,960.00	January 1, 2049
Total Annual Premium:	\$5,960.00	
Total Annual Premium for other available premium frequencies:		
Semi-Annually*:	\$3,480.00	
Quarterly*:	\$1,740.00	
Monthly*:	\$ 580.00	

*Includes the pro-rata share of the annual Certificate Fee of \$36.00.

**CERTIFICATE SPECIFICATIONS
WHOLE LIFE CERTIFICATE**

INSURED	JOHN A. DOE	CERTIFICATE NUMBER	123456789
CERTIFICATE DATE	JANUARY 1, 2014		

TABLE OF GUARANTEED BENEFITS FOR THE BASIC CERTIFICATE FOR NON TOBACCO

<u>Certificate Anniversary Date</u>	<u>Certificate and Loan Value</u>	<u>Participating Paid-Up Life Insurance</u>
Jan 1, 2015	\$0.00	\$0.00
Jan 1, 2016	\$26.34	\$81.20
Jan 1, 2017	\$633.60	\$1,883.35
Jan 1, 2018	\$1,255.51	\$3,602.55
Jan 1, 2019	\$1,889.97	\$5,237.05
Jan 1, 2020	\$2,536.29	\$6,791.40
Jan 1, 2021	\$3,194.87	\$8,270.85
Jan 1, 2022	\$3,867.53	\$9,684.15
Jan 1, 2023	\$4,555.83	\$11,037.25
Jan 1, 2024	\$5,258.72	\$12,331.55
Jan 1, 2025	\$5,973.78	\$13,565.65
Jan 1, 2026	\$6,697.91	\$14,738.85
Jan 1, 2027	\$7,428.55	\$15,850.80
Jan 1, 2028	\$8,165.30	\$16,906.05
Jan 1, 2029	\$8,908.51	\$17,909.15
Jan 1, 2030	\$9,659.28	\$18,865.00
Jan 1, 2031	\$10,419.17	\$19,778.85
Jan 1, 2032	\$11,188.97	\$20,653.85
Jan 1, 2033	\$11,969.52	\$21,493.15
Jan 1, 2034	\$12,759.88	\$22,298.15
Jan 1, 2035	\$13,557.02	\$23,067.45
Jan 1, 2036	\$14,355.34	\$23,798.95
Jan 1, 2037	\$15,150.77	\$24,491.95
Jan 1, 2038	\$15,944.35	\$25,149.95
Jan 1, 2039	\$16,736.62	\$25,776.45
Jan 1, 2040	\$17,527.35	\$26,373.55
Jan 1, 2041	\$18,314.28	\$26,941.95
Jan 1, 2042	\$19,092.97	\$27,480.95
Jan 1, 2043	\$19,858.77	\$27,990.20
Jan 1, 2044	\$20,609.19	\$28,470.75
Jan 1, 2045	\$21,340.33	\$28,923.30
Jan 1, 2046	\$22,050.03	\$29,349.25
Jan 1, 2047	\$22,741.16	\$29,752.80
Jan 1, 2048	\$23,414.31	\$30,137.10

**CERTIFICATE SPECIFICATIONS
WHOLE LIFE CERTIFICATE**

INSURED	JOHN A. DOE	CERTIFICATE NUMBER	123456789
CERTIFICATE DATE	JANUARY 1, 2014		

**TABLE OF GUARANTEED BENEFITS FOR THE BASIC CERTIFICATE FOR NON TOBACCO
(Continued)**

<u>Certificate Anniversary Date</u>	<u>Certificate and Loan Value</u>	<u>Participating Paid-Up Life Insurance</u>
Jan 1, 2049	\$24,067.83	\$30,503.90
Jan 1, 2050	\$24,702.06	\$30,856.70
Jan 1, 2051	\$25,315.47	\$31,198.30
Jan 1, 2052	\$25,906.65	\$31,532.55
Jan 1, 2053	\$26,480.87	\$31,866.80
Jan 1, 2054	\$27,048.51	\$32,213.30
Jan 1, 2055	\$27,637.73	\$32,592.35
Jan 1, 2056	\$28,277.94	\$33,027.40
Jan 1, 2057	\$28,987.20	\$33,542.60
Jan 1, 2058	\$29,795.73	\$34,178.20
Jan 1, 2059	\$30,754.74	\$35,000.00
Jan 1, 2060	\$30,970.99	\$35,000.00
Jan 1, 2061	\$31,161.11	\$35,000.00
Jan 1, 2062	\$31,340.64	\$35,000.00
Jan 1, 2063	\$31,530.65	\$35,000.00
Jan 1, 2064	\$31,719.20	\$35,000.00
Jan 1, 2065	\$31,903.24	\$35,000.00
Jan 1, 2066	\$32,087.89	\$35,000.00
Jan 1, 2067	\$32,271.23	\$35,000.00
Jan 1, 2068	\$32,450.40	\$35,000.00
Jan 1, 2069	\$32,621.96	\$35,000.00
Jan 1, 2070	\$32,783.55	\$35,000.00
Jan 1, 2071	\$32,934.90	\$35,000.00
Jan 1, 2072	\$33,076.46	\$35,000.00
Jan 1, 2073	\$33,208.83	\$35,000.00
Jan 1, 2074	\$33,330.42	\$35,000.00
Jan 1, 2075	\$33,440.71	\$35,000.00
Jan 1, 2076	\$33,542.17	\$35,000.00
Jan 1, 2077	\$33,640.77	\$35,000.00
Jan 1, 2078	\$33,742.90	\$35,000.00
Jan 1, 2079	\$33,835.16	\$35,000.00
Jan 1, 2080	\$33,923.20	\$35,000.00
Jan 1, 2081	\$34,007.36	\$35,000.00
Jan 1, 2082	\$34,082.36	\$35,000.00
Jan 1, 2083	\$34,154.88	\$35,000.00
Jan 1, 2084	\$34,240.88	\$35,000.00

This table assumes all premiums have been paid to the Certificate Anniversary Dates shown. These figures do not reflect any Certificate Debt, paid-up additions or dividend accumulations.

BASIS OF COMPUTATION FOR CERTIFICATE VALUES AND PAID-UP INSURANCE BENEFITS

Mortality Table: 2001 Commissioners' Standard Ordinary Ultimate Mortality Composite Table
(Age Last Birthday) 80% Male/20% Female blend

Interest Rate: 4.50% per year

Dividends

This Certificate is participating, which means it may share in any dividends we pay.

Dividends are not guaranteed.

SPECIMEN

DEFINITIONS

The defined terms below are subject to the provisions of the Group Policy and of this Certificate.

Administrative Office – Our Administrative Office is in Clearwater, Florida. The address is Massachusetts Mutual Life Insurance Company, PO Box 10821, Clearwater, FL, 33757-9901, or any such other address as we may designate in the future.

Attained Age – The Insured's Issue Age increased by one year on each Anniversary Date.

Amendment, Endorsement, or Rider - Any form issued by us which adds, modifies, changes, or deletes any Group Policy or Certificate provisions or benefits.

Anniversary Date – The month and date of each calendar year that is the same month and date as the Certificate Date.

Application – The form completed and signed by the Certificateowner and/or the proposed Insured to apply for life insurance coverage under this Certificate.

Beneficiary – The recipient who will receive the Death Benefit upon the death of the Insured.

Cash Surrender Value – The amount described in the Cash Surrender Value provision under the Surrendering This Certificate section.

Certificate – This Group Whole Life Insurance Certificate that describes your insurance coverage.

Certificate Date – The date on which premiums begin for a Certificate issued under the Group Policy. It is shown on the Certificate Specifications.

Certificate Debt – The amount of all outstanding loans plus accrued interest.

Certificate Fee – A fee associated with the administration of the Certificate. This fee is listed in the Certificate Specifications.

Certificateowner, you, your, or yours - The person who owns the Certificate, as shown in our records. Where coverage is provided on the life of an Eligible Spouse, Eligible Dependent Child, or Eligible Dependent Grandchild, the Eligible Employee will be the Certificateowner and the Beneficiary unless changed after Certificate issue.

Certificate Year – The 12-month period that starts from the Certificate Date constitutes the first Certificate Year. A new Certificate Year begins on each Anniversary Date.

Death Benefit – The amount of money we will pay when we receive due proof at our Administrative Office that the Insured died while the Certificate was in force.

Eligible Employee – Employees who are included in the eligible class as shown on the Group Policyholder's Application are eligible for coverage provided that they are between the ages of 18 and 75, are continuously at work at their usual and customary location, maintaining their normal work schedule, and performing all the duties of their occupation without limitation due to injury or sickness.

Eligible Spouse – If the Group Policyholder indicates on the Group Policyholder's Application that the spouse of an Eligible Employee may be offered coverage, then such spouse is eligible for coverage provided he or she is between the ages of 18 and 60 and is not currently applying for or collecting any disability benefits.

Eligible Dependent Child – If the Group Policyholder indicates on the Group Policyholder's Application that dependent children/grandchildren of an Eligible Employee may be offered coverage, then such dependent child is eligible for coverage provided he or she is between the ages of 14 days and 26 years, is dependent on the Eligible Employee for support and maintenance, and is not currently applying for or collecting any disability benefits.

Eligible Dependent Grandchild – If the Group Policyholder indicates on the Group Policyholder's Application that dependent children/grandchildren of an Eligible Employee may be offered coverage, then such dependent grandchild is eligible for coverage provided he or she is between the ages of 14 days and 26 years, is dependent on the Eligible Employee for support and maintenance, and is not currently applying for or collecting any disability benefits.

Employee – References to Employee include: employees, members, partners, or directors of the Group Policyholder who are included in the eligible class as shown on the application for the Group Policy.

Face Amount – The amount of life insurance coverage you applied for and for which you were approved as shown on the Certificate Specifications.

Grace Period – After the first premium has been paid, the period of time we allow after a premium due date to pay each following premium.

Group Policy – The document that is issued to the Group Policyholder.

Group Policyholder– The group entity named on the Certificate Specifications.

Insured – The person covered under this Certificate and named on the Certificate Specifications.

Issue Age – The age of the Insured on the Certificate Date as shown on the Certificate Specifications.

Irrevocable Beneficiary – A Beneficiary whose consent is needed to change that Beneficiary, but has no other rights under this Certificate.

Lapse – The termination of this Certificate for the nonpayment of premium or insufficient payment of the premium due.

Massachusetts Mutual Life Insurance Company, the Company, we, us, or our – The Insurer that issues this Certificate and pays the benefits upon a claim.

Maturity Date – The date we pay the Cash Surrender Value, if any, to the Certificateowner if the Insured is living on the date shown in the Certificate Specifications and if this Certificate is in force.

Written Request – A request in writing, satisfactory to us, received by us at our Administrative Office. In the future, we may also allow the telephone, Internet or other electronic media to be used for certain transactions that currently require a Written Request. We will accept such requests only after the appropriate policies, procedures and security measures have been established.

When Certificate Coverage Takes Effect

Coverage under this Certificate will take effect on the Certificate Date if:

- Premium payment has been received; or
- The Certificateowner has agreed to remit premiums via payroll deduction.

Life Benefits

This Certificate provides a Death Benefit if the Insured dies while the Certificate is in force. Rights and benefits are also available while the Insured is living.

Rights Of Certificateowner

While the Insured is living, the Certificateowner may be changed by Written Request. The Certificateowner has the right to exercise rights and privileges and to receive benefits under the terms of this Certificate during the lifetime of the Insured. If the Certificateowner is not the Insured, then upon the death of the Certificateowner, ownership of the Certificate will pass to the Certificateowner's estate.

Rights Of Beneficiary

While the Insured is living, the Beneficiary may be changed by Written Request. However, the consent of any Irrevocable Beneficiary is needed to change that Beneficiary designation. We do not limit the number of changes that may be made. The change will take effect as of the date the request is signed, even if the Insured dies before we receive it. Any change, however, will be subject to any payment we made or other action we took before receiving the Written Request.

There may be different classes of Beneficiaries, such as primary and secondary. These classes set the order of payment. There may be more than one Beneficiary in a class. Any Beneficiary may be named an Irrevocable Beneficiary.

If no Beneficiary designated under this Certificate survives the Insured, the Beneficiary will be the Certificateowner, or if the Certificateowner is not living, the Certificateowner's estate. The interest of any Beneficiary will be subject to any assignment of this Certificate that is binding on us.

Assigning This Certificate

This Certificate may be assigned. However, for any assignment to be binding on us, we must receive a signed copy of it at our Administrative Office. We will not be responsible for the validity of any assignment. Unless otherwise specified by the Certificateowner, the assignment will take effect as of the date the notice of assignment is signed by the Certificateowner, subject to any payments made or other action we took before receiving the written notice of the assignment.

Once we receive a signed copy of an assignment, the rights of the Certificateowner and the interest of any Beneficiary or any other person will be subject to the assignment. An assignment is subject to any Certificate Debt. Certificate Debt is discussed in the Right To Make Loans provision.

DEATH BENEFIT PAYMENT

The Death Benefit is the amount of money we will pay when we receive due proof at our Administrative Office that the Insured died while the Certificate was in force. The amount will depend on whether the Insured dies while this Certificate is in full force or while it is in force after Lapse as paid-up life insurance.

Death Benefit While Certificate Is In Full Force

Except as otherwise provided in the Death By Suicide provision, if the Insured dies while this Certificate is in full force, the Death Benefit is the Face Amount as shown in the Certificate Specifications, with these additions and deductions.

We add:

- Any paid-up additions;
- Any dividend accumulations;
- A pro-rata share of any dividend allocated for the year of death; and
- The part of any premium paid for a period beyond the date of death.

We deduct:

- Any Certificate Debt;
- Any amounts paid out under the Accelerated Death Benefit for Terminal Illness section; and
- That part of the unpaid premium to the date of death, if it occurs during the Grace Period.

Death Benefit After Lapse

If the Insured dies while this Certificate is in force after Lapse, the Death Benefit will be the amount of paid-up life insurance, with certain additions and deductions.

We add:

- Any paid-up additions;
- Any dividend accumulations; and
- A pro-rata share of any dividend allocated for the year of death.

We deduct:

- Any Certificate Debt.

See the Lapse Benefit section for a discussion of paid-up life insurance.

When We Pay

The Death Benefit will be paid in a lump sum as soon as reasonably possible after the date we receive due proof of the Insured's death, and any other requirements necessary for us to make payment, at our Administrative Office.

Interest On Death Benefit

We will add interest from the date of the Insured's death to the date of a lump sum payment. The amount of interest will be computed using an effective annual rate not less than 3% or, if greater, the annual rate required by applicable law.

ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS

Subject to the provisions of this section, an accelerated death benefit payment will be paid to the Certificateowner, upon request, once we receive proof that the Insured has a Terminal Illness. We call this a Terminal Illness Benefit. Terminal Illness Benefit payments may be taxable.

The Certificateowner should seek tax advice prior to requesting a Terminal Illness Benefit payment. A Terminal Illness Benefit payment will not be allowed if the Certificateowner is required to request the payment by any third party (including any creditor, governmental agency, trustee in bankruptcy, or any other person) or as the result of a court order.

If a Terminal Illness Benefit payment is made under this section, the Death Benefit, Certificate values, and loan values under this Certificate will be reduced. The Terminal Illness Benefit does not provide for long-term care insurance or for nursing-home care insurance.

Terminal Illness

Terminal Illness is defined as a medical condition that will result in the death of the Insured with reasonable medical certainty within 12 months from the date diagnosed.

Eligible Amount

The amount of Death Benefit under the Certificate that can be considered for the Terminal Illness Benefit is called the Eligible Amount. The Eligible Amount is determined on the Terminal Illness Benefit Date and is 50% of the Death Benefit. The Eligible Amount does not include the amount of benefit under any Rider, unless otherwise specified in the Rider.

Amount Of Payment

The amount of payment under this provision will be the Eligible Amount less:

- Any due but unpaid premiums; and
- 50% of any Certificate Debt outstanding.

A statement of the method we use to compute the amount of the Terminal Illness Benefit has been filed with the Department of Financial Services of the State of New York. Upon request for a Terminal Illness Benefit Payment, the Certificateowner and any Irrevocable Beneficiary will be given a statement illustrating the effect of the Terminal Illness Benefit payment on the Certificate.

How We Pay

Payment of the Terminal Illness Benefit will be made to the Certificateowner in a lump sum. However, we will not make the payment if we first receive due proof of the Insured's death; in this case, we will pay the Death Benefit as if no request had been received under this provision.

Payment of the Terminal Illness Benefit will be made only once.

The Terminal Illness Benefit payment will be made immediately upon our receipt of satisfactory proof of Terminal Illness. We will add interest from the date satisfactory proof of Terminal Illness is provided to the date of the payment of the Terminal Illness Benefit. The amount of interest will be computed using an effective annual rate not less than 3%. Additional interest will be added to the date of payment at an effective annual rate of 10% beginning 31 days after we receive satisfactory proof of Terminal Illness.

Effect On Certificate

After the Terminal Illness Benefit payment is made, the Certificate will remain in full force. Any Riders not included in determining the Eligible Amount will not be affected; they will continue in accordance with their terms. For the basic Certificate, the amounts of insurance and all values will be reduced by 50%. Premiums for the basic Certificate will be based on the reduced amount of insurance. Any outstanding Certificate Debt will also be reduced by 50%.

When the Terminal Illness Benefit payment is made, we will send the Certificateowner revised Certificate Specifications. In addition, we will provide the Certificateowner with a Statement of the Effect of Payment. Included in this statement will be the amount of payment and the values in the Certificate both before and after the payment of the Terminal Illness Benefit.

Proof of Terminal Illness

Before any benefit is allowed, proof of Terminal Illness must be given to us at our Administrative Office. Proof of Terminal Illness includes a written certification from a licensed medical practitioner, other than the Insured or an Insured's family member, satisfactory to us, that the Insured has been diagnosed with a Terminal Illness. A licensed medical practitioner is a person who is licensed by the state in which he or she practices as a licensed medical doctor or licensed doctor of osteopathy and who is practicing within the scope of that license.

As part of the proof of Terminal Illness, we have the right to require an examination of the Insured at our expense by a physician chosen by us. The confirming examination must be completed within 90 days after the date we notify the Certificateowner of this requirement. In the event of a difference of opinion between the Insured's physician and the physician of our choice, a third opinion may be obtained from a physician acceptable to us and the Insured.

Termination Of The Right To Receive A Terminal Illness Benefit

The rights will end automatically if and when:

- A Terminal Illness Benefit payment is made; or
- The Certificate terminates for any reason.

PREMIUM PAYMENTS

Premiums are the payments needed to keep this Certificate in full force and are shown in the Certificate Specifications. Premiums may be paid by payroll deduction, pre-authorized check/Automated Clearing House (ACH) or check.

When Premiums Are Due

The first premium is due on the Certificate Date. Each subsequent premium is due on the same day of the month as the day shown in the Certificate Date.

This Certificate is in full force as long as all premiums are paid when due.

Payment Frequency

Premiums may be paid monthly or at any other frequency allowed by us.

Where to Pay Premiums

All premiums are payable to us at our Administrative Office or at the place shown for payment on the premium notice.

Grace Period

After the first premium has been paid, we allow a Grace Period to pay each following premium. During this Grace Period the Certificate remains in full force. If a premium is not paid by its due date, we will provide written notice to the Certificateowner and the Insured, if different.

If the premium is not paid within thirty-one (31) days after notice is sent, the Grace Period will terminate, and the Certificate will Lapse for non-payment of premium. In order to be considered paid during the Grace Period, any payments sent by U.S. mail must be postmarked within the Grace Period.

If the Insured dies during the Grace Period, we may deduct the amount needed to continue the Certificate to the end of the Certificate month in which the death occurred. If the Insured dies during a period where the amount needed to continue the Certificate has been applied, we will add to the proceeds a refund of such amount applied to any period beyond the Certificate month in which the death occurred.

LAPSE BENEFIT

What Happens If This Certificate Lapses

If a premium is not paid by the end of the Grace Period, this Certificate will lapse as of the due date of that premium. We call this due date the date of Lapse.

When a Certificate lapses, the insurance may terminate or it may continue for a reduced amount. If insurance continues after Lapse, we say that the Certificate remains in force, but no longer in full force.

- If there is a Cash Surrender Value as of the date of Lapse, it will automatically be used as a net single premium at the Attained Age of the Insured to provide paid-up life insurance and the Certificate will continue in force.
- Alternatively, if there is a Cash Surrender Value as of the date of Lapse, the Certificateowner may surrender the Certificate for its Cash Surrender Value (see the Surrendering This Certificate section).
- If there is no Cash Surrender Value as of the date of Lapse, the Certificate will terminate.

While this Certificate is in force as paid-up life insurance, all the rights granted by it are still available unless this Certificate states otherwise.

Paid-Up Life Insurance

This is a level amount of insurance for the lifetime of the Insured. The Cash Surrender Value on the date of Lapse determines the amount of paid-up life insurance that will be provided.

The Table Of Guaranteed Benefits For The Basic Certificate in the Certificate Specifications shows an amount of paid-up life insurance for each of the values shown on certain Certificate Anniversary Dates. When using this Table, note that these values do not include any dividend accumulations, paid-up additions, or Certificate Debt.

Riders Not Included

Paid-up life insurance benefits do not apply to any Rider included with this Certificate, unless specifically provided in that Rider.

Automatic Premium Loan

The automatic premium loan feature is an optional benefit we offer. If elected, it can cover unpaid premiums due. Under this feature we will automatically make a loan to cover a premium not paid by the last day of the Grace Period. We will notify you promptly once the automatic premium loan is activated. The loan will be made effective as of the premium due date.

We will not make an automatic premium loan that exceeds the maximum loan available on this Certificate. Instead, we will loan enough to cover the next smaller premium (semi-annual or quarterly, but not less than monthly) that will not exceed the maximum loan available. Premiums will then be payable at the new frequency.

Example: You elected the automatic premium loan feature. You have not paid an annual premium of \$540 by the end of the Grace Period. The maximum loan available is \$150. The quarterly premium on your Certificate is \$135. We will loan \$135 to pay the quarterly premium. Premiums will then be payable quarterly instead of annually.

To Elect Or Cancel The Automatic Premium Loan Feature

The automatic premium loan feature may be elected in the Application for this Certificate. Or it may be elected at a later time by Written Request. The request must be received at our Administrative Office before the Grace Period for the unpaid premium expires.

The automatic premium loan feature may be cancelled at any time. The cancellation will apply to premiums coming due after the date we receive written notice of cancellation at our Administrative Office.

REINSTATEMENT

When Certificate May Be Reinstated

After this Certificate has lapsed, it may be reinstated that is, put back in full force, subject to the requirements that follow.

The Certificate cannot be reinstated if it has been surrendered by the Certificateowner for its Cash Surrender Value. For reinstatements after the Certificate has lapsed, reinstatement must be made within five years after the date of Lapse and while the Insured is living.

Requirements To Reinstatement

For reinstatements more than 31 days after the end of the Grace Period, evidence of insurability satisfactory to us is required. All overdue premiums must be paid with interest from their due date to the date of reinstatement. Interest will be at an annual rate of 6% and will be compounded annually.

All Certificate Debt will also be reinstated with interest, compounded annually, from the date of Lapse to the date of reinstatement. This interest will be at the rate(s) that would have applied during that period of time if the Certificate had not lapsed, but in no event will such interest rate exceed the loan interest rate stated in the Certificate specifications.

Certificate And Riders After Reinstatement

Reinstatements are effective on the later of the receipt of the cost to reinstate or when the reinstatement is approved. The Face Amount on the date of reinstatement will be the Face Amount on the date of Lapse.

If evidence of insurability is required for the reinstatement, our rights to contest the validity of this Certificate begin again on the date of reinstatement, but only with respect to statements made in the application for reinstatement. See the Representations And Contestability provisions.

In all other respects, we and the Certificateowner will have the same rights under the Certificate as were in effect on the day before the due date of the unpaid premium.

SURRENDERING THIS CERTIFICATE

Right To Surrender

This Certificate may be surrendered in full for its Cash Surrender Value at any time while the Insured is living.

The surrender will be effective on the date we receive at our Administrative Office a Written Request, satisfactory to us, to surrender. This Certificate will terminate as of the date of surrender.

Certificate Value

The Table Of Guaranteed Benefits For The Basic Certificate shows the Certificate value on certain Certificate Anniversary Dates. It assumes that all premiums have been paid to those dates. The Certificate value can be computed at any time during a Certificate Year. In that case, allowance will be made for the period of time since the last Certificate Anniversary Date and for any premiums paid for any part of that Certificate Year.

If this Certificate is in force after Lapse, the Certificate value at any time is the reserve for the insurance provided.

Cash Surrender Value

The Cash Surrender Value is the Certificate value with certain additions and deductions. We add any dividend accumulations and the value of any paid-up additions. We then deduct any outstanding Certificate Debt. The result is the Cash Surrender Value.

We compute all the amounts that determine the Cash Surrender Value as of the effective date of surrender. However, if this Certificate is surrendered within 30 days after a Certificate Anniversary Date, the Certificate value and the value of any paid-up additions will be computed as of the Certificate Anniversary Date, if such computation would result in a higher Cash Surrender Value.

How We Pay

Any surrender made will be paid in one lump sum. We may delay paying any surrender for up to six months from the date we receive the Written Request. If payment is delayed more than 10 working days, interest will be added. The amount of interest will be computed using an effective annual rate not less than 3% or, if greater, the annual rate required by applicable law.

LOANS

Right To Make Loans

The Certificateowner may borrow against this Certificate at any time while the Insured is living. However, the Certificate must be properly assigned to us before the loan is made. The Certificate will be the sole security of the loan. No other collateral is needed. We refer to all outstanding loans plus accrued interest as Certificate Debt.

Maximum Loan Available

There is a maximum amount that can be borrowed on any date. It is the lesser of:

- The amount that, with loan interest added to it to the next premium due date, will equal the Cash Surrender Value as of the loan date; and

- The amount that, with loan interest added to it to the next Certificate Anniversary Date, will equal the Cash Surrender Value as of the loan date.

If no further premiums are payable, we use the next Certificate Anniversary Date in our calculations instead of the next premium due date.

Interest On Loans

Interest on loans is not due in advance. This interest accrues (builds up) each day and becomes part of the Certificate Debt as it accrues.

We charge a fixed interest rate on any loan made under this Certificate. The interest rate is shown in the Certificate Specifications.

Interest is due on each Certificate Anniversary Date. If interest is not paid when due, it will be added to the loan, provided it does not exceed the maximum loan available, and will bear interest at the rate payable on the loan.

Example: You have a loan of \$1,000. The interest due on the next Certificate Anniversary Date is \$80. If it is not paid on that date, we will add it to the existing loan. From then on, the loan will be \$1,080 and interest will be charged on this new amount.

Certificate Debt Limit

Certificate Debt (which includes accrued interest) may not equal or exceed the Certificate value plus any dividend accumulations and the value of any paid-up additions. If this Certificate Debt limit is reached, we can terminate this Certificate.

To terminate for this reason, we must mail written notice to the Certificateowner and any assignee shown in our records at their last known addresses. This notice will state the amount needed to bring the Certificate Debt back within the limit. If we do not receive payment within 31 days after the date we mail the notice, this Certificate will terminate at the end of those 31 days.

Other Borrowing Rules

If a premium is due when a loan is requested, payment of that premium may be needed before we can make the loan.

If so, we will make the loan, pay the premium directly from the loan proceeds, and then send the balance. We may delay the granting of any loan for up to six months, except for a loan to pay premiums to us. If payment is delayed more than 10 working days, interest will be added. The amount of interest will be computed using an effective annual rate not less than 3% or, if greater, the annual rate required by applicable law.

Repayment Of Certificate Debt

All or part of any Certificate Debt may be repaid at any time while the Insured is living. However, any Certificate Debt outstanding while the Certificate is on a premium-paying basis can only be repaid before the end of the Grace Period for any unpaid premium.

Each payment must be at least \$25, unless the loan amount is less than \$25, in which case full payment is required. Loan repayments will be credited on the date we receive them at our Administrative Office.

THIS CERTIFICATE'S SHARE IN DIVIDENDS

Certificate Is Participating

This Certificate is participating, which means it may share in any dividends we pay.

Dividends are not guaranteed.

Each year we determine how much money can be paid as dividends. This is called divisible surplus. We then determine how much of this divisible surplus is to be allocated to this Certificate. This determination is based on this Certificate's contribution to divisible surplus and may be affected by Certificate Debt.

Any dividends allocated to this Certificate will be payable on Certificate Anniversary Dates.

How Dividends May Be Used

Dividends may be used in a number of ways. These are called dividend options.

There are four basic dividend options; however, we reserve the right to make other options available.

Cash - Dividends will be paid in cash.

Dividend Accumulations – Dividends will be held by us and interest will be credited at the end of each Certificate Year. Interest will be at an annual rate determined by us (but not less than 1½%) and will be compounded annually. Dividend accumulations may be surrendered as long as they are not being used as collateral for Certificate Debt. See the Loans section of the Certificate for a discussion of Certificate Debt.

Paid-Up Additions - Dividends will be used as premiums to buy additional level paid-up life insurance. This additional life insurance will be payable when the Death Benefit is payable. Paid-up means that no further premiums are required on the additional life insurance. This insurance is participating, as well. Paid-up additions may be surrendered for their value as long as they are not being used as collateral for Certificate Debt.

Example: A \$50 dividend is used to buy paid-up additions (paid-up insurance) of \$80. This amount of insurance remains level at \$80. The value of this insurance on the date it is bought is \$50. This value will increase from year to year. Upon surrender of these paid-up additions, this value is payable.

Reduce Premiums - Dividends will be used to reduce premium payments. If the dividend is not enough to pay the full premium due, the balance must be paid by the end of the Grace Period. If this balance is not paid, we will use the dividend to pay the next smaller premium (semi-annual or quarterly, but not less than quarterly) that it will cover. Premiums will then be payable at this new frequency.

Example: The semi-annual premium due on June 10th is \$275. The dividend is \$150. The balance of \$125 is not paid by the end of the Grace Period. Although the \$150 dividend will not cover the semi-annual premium, it will cover a quarterly premium of \$140. It will be used to pay the June 10th quarterly premium. Premiums will then be payable quarterly with the next one due September 10th. The remaining \$10 will reduce the next premium.

A dividend option may be elected in the Application. It may be changed by the Certificateowner up to 31 days after the dividend becomes payable. If no dividend option is elected in the Application, we will apply any dividends payable under the paid-up additions dividend option.

Payroll deduction is not available if the reduced premiums dividend option is elected.

Dividend After Death Of Insured

The Death Benefit will include a pro-rata share of any dividend allocated to the Certificate for the year that death occurs.

GENERAL PROVISIONS

Entire Contract

This Certificate is a legal contract between the Certificateowner and us. The entire contract consists of:

- This Certificate and the Application;
- The Group Policy and the application for it; and
- Any attached Rider(s), Endorsement(s) or Amendment(s).

Any changes to or waiver of its terms must be in writing and signed by our Secretary or an Assistant Secretary to be valid.

A copy of the initial Application is attached to and made a part of this Certificate. Any subsequent Applications requesting changes in the Certificate also will become part of the contract; copies of any such Applications will be sent to the Certificateowner for attachment to the Certificate.

The rights of any Group Policyholder, Certificateowner, Insured, or Beneficiary shall not be affected by any provision not contained in:

- the Group Policy, Certificate, riders, endorsements, or amendments signed by the Group Policyholder and us;
- the Group Policyholder's application attached to the Group Policy; or
- any individual statement submitted with the application.

There is nothing in the Group Policy which invalidates or impairs any right granted to the Certificateowner by this Certificate.

Representations And Contestability

We rely on all statements made by or for the Insured in the Application(s). Legally, those statements are considered to be representations and not warranties.

We can bring legal action to contest the validity of this Certificate, any Rider or any Certificate change requiring evidence of insurability, for any material misrepresentation of a fact. To do so, however, the misrepresentation must have been in the initial Application or in a subsequent Application, and a copy of that Application must have been attached to (or sent to the Certificateowner for attachment to) and made a part of this Certificate.

This Certificate is incontestable after two years from the Certificate Date, except for non-payment of premiums. No statement in the Application made by the Insured relating to the Insured's insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during the Insured's lifetime. For any Certificate change or reinstatement requiring evidence of insurability, the Certificate is incontestable after two years from the Certificate change date or the date of reinstatement, except for non-payment of premiums.

No statement in the change application or the reinstatement application made by the Insured relating to the Insured's insurability shall be used in contesting the validity of the change or of the reinstatement with respect to which such statement was made after such insurance has been in force (as changed or reinstated) prior to the contest for a period of two years following the Certificate change date or the date of reinstatement.

Death By Suicide

If the Insured commits suicide within two years after the Certificate Date of this Certificate and while the Certificate is in force, we will pay a limited Death Benefit. In this case, the limited Death Benefit will be the amount of premiums paid for this Certificate, less dividends paid in cash or used in the payment of premiums, less any Certificate Debt (including interest due or accrued).

Misstatement Of Age

If the Insured's date of birth given in the Application is not correct, all benefits and other amounts payable, including but not limited to the Face Amount, will be adjusted. The adjustment will reflect the amount that the premiums paid would have bought using the correct Issue Age.

Change in Risk Classification

If the Insured was in the Tobacco risk classification at the Certificate Date, after the first Certificate Year, the Certificateowner may apply to obtain the Non-Tobacco risk classification under this Certificate. The Certificateowner must provide such a request in writing, along with evidence of insurability that is satisfactory to us. The underwriting rules in effect at the time of the request for risk re-classification will apply. If the Company approves the request, we will send the Certificateowner revised Certificate Specifications that reflect the Non-Tobacco risk classification.

If there is a risk re-classification the Face Amount will remain the same. Only the re-classification will be subject to a new Contestability period.

The Cash Surrender Value may be impacted by the re-classification of your Certificate. If there is a decrease in the Cash Surrender Value of your Certificate, we will send you a cash payment equal to the amount of the decrease in Cash Surrender Value.

Annual Report

Each year, within 30 days after the Certificate Anniversary Date, we will mail a report to the Certificateowner, free of charge. This report will show the Certificate value at the beginning of the previous Certificate Year and all premiums paid since that time. The report will also show, as of the Certificate Anniversary Date, the Certificate value, any paid-up life insurance, and any Certificate Debt.

When Notice is to be Given by Us

Any notice to be given by us will be sent to the Certificateowner and any assignee shown in our records at their last known addresses.

Currency

All payments made to us and by us will be in the lawful currency of the United States of America. All monetary amounts shown in this Certificate are in U.S. dollars.

TERMINATION

The insurance under this Certificate will stop on the earliest of one of these occurrences:

- The date we receive a Written Request to surrender, satisfactory to us at our Administrative Office;
- The Maturity Date;
- The date the Insured dies;
- The date this Certificate lapses, subject to the provisions of the Lapse Benefits section; or
- The date the Group Policy terminates, subject to the provisions of the Portability Option section.

PORTABILITY OPTION

If the Certificateowner loses eligibility for this insurance under the Group Policy for any reason other than nonpayment of premiums, the Certificateowner will have the option to continue this Certificate (including any Riders) by paying premiums directly to us at our Administrative Office. We will bill the Certificateowner for these premiums.

If the Certificateowner stops paying the premiums under this option, this Certificate (and any Riders) will continue subject to the terms of the Grace Period and Lapse Benefits provisions of this Certificate.

If the Certificateowner elects to continue this Certificate under the Portability Option, the Certificateowner will still have the right at any time in the future to utilize the Conversion Option described immediately below.

CONVERSION OPTION

If the Certificateowner or Insured loses eligibility for this insurance under the Group Policy under any of the Qualifying events listed below, the group life insurance provided under the Certificate may be converted to any individual whole life insurance policy we customarily offer, or, under certain circumstances, to any individual term life insurance policy we customarily offer. We call this policy the Conversion Policy. We will not require evidence of insurability.

An application for the Conversion Policy, together with the premium payment applicable to the Insured's age and risk class under the Group Policy and Certificate, must be made to us within 31 days following a qualifying event.

Except where the Qualifying Event is a reduction in coverage under the Group Policy, the amount of coverage under the Conversion Policy shall be the same as provided under the Certificate. The Conversion Policy, however, will not contain any riders that were otherwise provided under the Certificate nor will the Conversion Policy provide an accelerated death benefit for terminal illness.

If this Certificate has a Certificate Debt outstanding at the time of application for the Conversion Policy, then the amount of coverage available under the Conversion Policy shall be reduced by the amount of the outstanding Certificate Debt.

Qualifying Events

- Termination of the Employee's employment with the Group Policyholder;
- The Employee ceases to be part of an eligible class of employees;
- A dependent Spouse is no longer married to the Employee;
- A dependent child or grandchild attains the limiting age of coverage;

- The Group Policy terminates; or
- The amount of coverage under the Group Policy is reduced by any amount. In this circumstance the amount of conversion coverage available will be limited to the amount of the coverage reduction under the Group Policy.

In addition, upon the Employee's death, the surviving spouse and/or dependent children/grandchildren may convert their coverage as described above.

The Conversion Policy

Normally, the Conversion Policy will be a form of whole life insurance. However, during the first year following a Qualifying Event (unless the Qualifying Event is the termination of the Employee's employment due to total disability), the Conversion Policy elected may be either an individual whole life insurance policy or an individual one year term life insurance policy. If an individual one year term life insurance policy is elected, after one year, coverage must be converted to individual whole life insurance, or else coverage shall end.

If the Conversion Policy is being applied for because the Employee's employment is terminated because of a total disability (as defined below), then the Conversion Policy may be either a form of individual whole life insurance or renewable individual term life insurance. If renewable individual term life insurance is elected, it may, at any time in the future, be converted to an individual whole life insurance policy without evidence of insurability. If the Employee elects an individual whole life insurance policy, he or she may still choose to be insured under an individual one year term life insurance policy during the first year following employment termination.

For purposes of the Conversion Option, "totally disabled" or a "total disability" means that, due to sickness or injury, an Employee has not been able to perform any work for wage or profit for a period of six continuous months.

The effective date of the Conversion Policy shall be the date coverage terminates under the Group Policy.

If death occurs within the 31 day conversion application period described above, the Death Benefit payable shall be equal to the full amount of the Death Benefit payable under this Certificate.

If the Conversion Policy is issued within two years following the Certificate Date of this Certificate, then we retain the right to contest the validity of the Conversion Policy until two years following the Certificate Date of this Certificate.

NOTES ON OUR COMPUTATIONS

Method Of Computing Values

We filed a detailed statement of the method we use to compute Certificate values and paid-up insurance benefits with the insurance regulator in the state in which the Group Policy is delivered.

The value of any paid-up insurance benefits provided by this Certificate will at any time be equal to the net single premium for those benefits computed on the assumptions stated in the Basis Of Computation provision. However, the value of any paid-up additions will not be less than the dividends used to buy them.

Basis Of Computation

We use mortality rates from the mortality table stated in the Certificate Specifications in computing the Certificate value shown on the Table Of Guaranteed Benefits For The Basic Certificate. These mortality rates are also used to compute both the amount and value of any paid-up insurance benefits.

In our computations, we assume that any money held to pay future benefits guaranteed by this Certificate will earn interest at the annual rate stated in the Certificate Specifications. Finally, our calculations for Certificate values and paid-up insurance benefits are based on immediate payment of death claims.

SPECIMEN

SPECIMEN

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Massachusetts Mutual Life Insurance Company

1295 State Street
Springfield, Massachusetts 01111-0001

Group Whole Life Insurance Certificate

This Certificate provides that:

A Death Benefit is payable when the Insured dies.

Premiums are payable to Age 95 or to the Insured's death, if earlier.

This Certificate is participating - Annual dividends may be paid.

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