

**Massachusetts Mutual Life Insurance Company**

Home Office:  
1295 State Street  
Springfield, Massachusetts 01111-0001

**Survivorship Flexible Premium Adjustable Life Insurance Policy**

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<b>INSURED NO. 1</b>	JEFFREY KOGAN		
<b>INSURED NO. 2</b>	FAITH M KOGAN		
<b>POLICY DATE</b>	OCTOBER 26, 2011	<b>POLICY NUMBER</b>	15,665,562
<b>ISSUE DATE</b>	DECEMBER 20, 2011	<b>INITIAL FACE AMOUNT</b>	\$5,000,000

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Dear Policy Owner:

READ YOUR POLICY 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 policy. As you read through the policy, remember the words "we," "us," and "our" refer to Massachusetts Mutual Life Insurance Company.

We will, subject to the terms of this policy, pay the death benefit to the Beneficiary when due proof of the death of both Insureds has been received at our Home Office. However, due proof of the first death must be furnished when it occurs.

The terms of this policy are contained on this and the following pages. For service and information on this policy, contact the agent who sold the policy, any of our agency offices, or our Home Office, toll free: 1-800-272-2216.

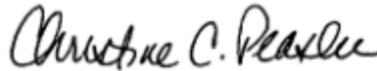
YOU HAVE THE RIGHT TO RETURN THIS POLICY. If you decide not to keep this policy, return it within 14 days after you receive it. It may be returned by delivering or mailing it to our Home Office, to any of our agency offices, or to the agent who sold the policy. Then, the policy will be as though it had never been issued. We will promptly refund any premium paid for it, less any amounts withdrawn and any policy debt.

Signed for Massachusetts Mutual Life Insurance Company.

Sincerely yours,



PRESIDENT



SECRETARY

This Policy provides that: **The benefits under this policy may increase or decrease, and are not guaranteed as to a fixed dollar amount.**

A death benefit is payable when both Insureds have died.

Within specified limits, flexible premiums may be paid while either Insured is living.

This policy is participating - Annual dividends may or may not be paid.

## Policy Summary

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

This is a universal life insurance policy on the lives of two Insureds. We will pay a death benefit if both Insureds die while the policy is in force. "In force" means that the insurance has not terminated. "Universal life" means that, subject to the limits and conditions stated in the policy, the amount of insurance may be adjusted and flexible premium payments may be made.

Premiums for this policy are flexible. After the first premium has been paid, there is no requirement that any specific amount of premium be paid on any date. Instead, within the limits stated in the policy, any amount may be paid on any date during the lifetime of either Insured.

Premiums are applied to increase the value of this policy. Monthly charges are deducted from the value of this policy each month. If the value cannot cover the monthly charges for a month, the policy may terminate at the end of 62 days. There is, however, a right to reinstate the policy.

Other rights available under this policy include the rights to:

- Change the Owner or any Beneficiary;
- Assign this policy;
- Receive any dividends that may or may not be allocated to this policy;
- Change the Face Amount;
- Change the Death Benefit Option;
- Make loans;
- Make withdrawals; and
- Surrender this policy.

This policy also includes a number of Payment Options. They provide alternate ways for us to pay the death benefit or the amount payable upon surrender of the policy.

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**POLICY SPECIFICATIONS  
SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

<b>INSURED NO. 1</b>	JEFFREY KOGAN	<b>ISSUE AGE</b>	58	<b>GENDER</b>	MALE
<b>INSURED NO. 2</b>	FAITH M KOGAN		54		FEMALE
<b>POLICY DATE</b>	OCTOBER 26, 2011	<b>POLICY NUMBER</b>	15,665,562		
<b>ISSUE DATE</b>	DECEMBER 20, 2011	<b>INITIAL FACE AMOUNT</b>	\$5,000,000		
<b>RISK CLASSES</b>	SEE THE TABLE(S) OF MAXIMUM MONTHLY INSURANCE CHARGES				

Subject to the terms of this policy, the Face Amount is adjustable. If the Face Amount is adjusted, then revised or additional Policy Specifications will be sent.

<b>DEATH BENEFIT OPTION</b> (See Part 6 of this policy.)	1
<b>MINIMUM FACE AMOUNT</b>	\$100,000
<b>MONTHLY CHARGE DATES</b>	26th day of each month
<b>FIRST PREMIUM</b>	\$6,000.00
<b>PLANNED PREMIUM</b>	\$6,000.00
<b>PLANNED PREMIUM FREQUENCY</b>	Monthly
<b>MINIMUM ANNUAL INTEREST RATE</b>	3.00% (decimal monthly equivalent 0.0024662698) (decimal daily equivalent 0.0000809863)
<b>LOAN INTEREST RATE</b> (See Interest On Loans in Part 5.)	4%
<b>POLICY CHARGES AND FEES:</b>	
<b>MAXIMUM PREMIUM EXPENSE CHARGE</b> (See Net Premium provision in Part 2.)	5.00% of premium payments
<b>MAXIMUM MONTHLY ADMINISTRATIVE CHARGE*</b>	\$12.00
<b>MAXIMUM MONTHLY FACE AMOUNT CHARGE*</b> <b>BY YEAR OF COVERAGE</b>	
Years 1 - 20	\$0.45 (Per \$1,000 of Face Amount)
Years 21 and later	\$0.00 (Per \$1,000 of Face Amount)
<b>MAXIMUM MONTHLY INSURANCE CHARGE*</b>	See the Table(s) Of Maximum Monthly Insurance Charges
<b>RIDER CHARGES*</b>	See the Policy Specifications for the Rider(s), if any
<b>MAXIMUM LOAN INTEREST RATE EXPENSE CHARGE</b>	1.00%
<b>MAXIMUM WITHDRAWAL FEE</b>	\$25.00 per withdrawal
<b>SURRENDER CHARGE</b>	See the Table(s) Of Surrender Charges

\*For more information, see the "Monthly Policy Charges" section in Part 3 of this policy. Monthly Charges beyond Attained Age 120 of the younger Insured are zero.

**Note:** Unless this policy is kept in force because the Guaranteed Death Benefit Safety Test has been met, neither the timely payment of planned premiums nor the issuance of the policy with a planned premium of \$0.00 necessarily guarantees that this policy will stay in force until the death of both Insureds.

**POLICY SPECIFICATIONS**  
**SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

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**LIMIT ON PREMIUM PAYMENTS IN ANY POLICY YEAR:**

The maximum limit for premium payments in any Policy Year is the largest premium that would not exceed the greatest of:

- \$ 95,100.00 ;
- The amount of premiums paid in the preceding Policy Year; and
- The largest premium that would not increase the Insurance Risk.

**RIDER(S) ATTACHED TO THIS POLICY:**

Substitute of Insureds Rider  
Policy Split Option Rider  
Accelerated Death Benefit Rider

**POLICY SPECIFICATIONS  
SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

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**TABLE OF MAXIMUM MONTHLY INSURANCE CHARGES  
RATES PER THOUSAND OF INSURANCE RISK**

**RISK CLASSES:** INSURED NO.1: NON-TOBACCO  
INSURED NO.2: NON-TOBACCO

<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>MONTHLY RATE</u>	<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>MONTHLY RATE</u>	<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>MONTHLY RATE</u>
54	0.002600	84	5.805500	114	60.284700
55	0.008800	85	6.559400	115	63.618600
56	0.016800	86	7.278500	116	67.078800
57	0.027200	87	8.171500	117	70.892900
58	0.040500	88	9.097900	118	75.342400
59	0.057100	89	10.069900	119	83.332500
60	0.077300	90	10.977000	120	83.332500
61	0.101800	91	11.509800		
62	0.131000	92	12.329100		
63	0.164800	93	13.494700		
64	0.204500	94	14.961700		
65	0.250700	95	16.783500		
66	0.306300	96	18.536200		
67	0.371800	97	20.327100		
68	0.453000	98	20.633400		
69	0.547400	99	21.655100		
70	0.656500	100	23.300300		
71	0.784900	101	25.070700		
72	0.934400	102	27.063300		
73	1.109600	103	29.250600		
74	1.315600	104	31.673000		
75	1.556900	105	34.304100		
76	1.832300	106	37.009900		
77	2.149600	107	39.788500		
78	2.502200	108	42.588400		
79	2.892900	109	45.508200		
80	3.331700	110	48.497300		
81	3.866600	111	51.371700		
82	4.472200	112	54.161200		
83	5.111200	113	56.702100		

The above rates are based on the following mortality tables:

INSURED NO. 1 - Commissioners 2001 Standard Ordinary Nonsmoker Mortality Table - Male

INSURED NO. 2 - Commissioners 2001 Standard Ordinary Nonsmoker Mortality Table - Female

Maximum Monthly Insurance Charges beyond Attained Age 120 of the younger Insured are zero.

**POLICY SPECIFICATIONS**  
**SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

<b>INSURED NO. 1</b>	JEFFREY KOGAN		
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**GUARANTEED DEATH BENEFIT SAFETY TEST INFORMATION**

<b>MAXIMUM GUARANTEED DEATH BENEFIT SAFETY TEST PREMIUM</b>	\$6,000.00
<b>GUARANTEED DEATH BENEFIT PAY PERIOD END DATE</b>	10/26/2027
<b>GUARANTEED DEATH BENEFIT GUARANTEE PERIOD END DATE</b>	10/26/2060

**NOTES**

1. The Maximum Guaranteed Death Benefit Safety Test Premium amount reflected above was calculated assuming the Planned Premium Frequency listed on Policy Specifications Page 1.
2. If "Not Applicable" is reflected for the Maximum Guaranteed Death Benefit Safety Test Premium, Guaranteed Death Benefit Pay Period End Date and Guaranteed Death Benefit Guarantee Period End Date, we were unable to determine premium amounts that would guarantee your policy will not lapse based on the guarantee period and payment period you requested.
3. Even if the Guaranteed Death Benefit Safety Test is met, the policy can terminate before its Guaranteed Death Benefit Guarantee Period End Date if the policy debt limit is reached. Please read the **Termination, Grace Period and Policy Debt Limit** provisions for more information.

**POLICY SPECIFICATIONS  
SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

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**GUARANTEED DEATH BENEFIT SAFETY TEST INFORMATION (Cont.)**

<b>YEAR 1 GUARANTEED DEATH BENEFIT MEASURE INTEREST FACTOR</b>	13.00%
Decimal monthly equivalent	0.0102368444
Decimal daily equivalent	0.0003348989
<b>YEARS 2 AND LATER</b>	
<b>GUARANTEED DEATH BENEFIT MEASURE BAND 1 INTEREST FACTOR</b>	13.00%
Decimal monthly equivalent	0.0102368444
Decimal daily equivalent	0.0003348989
<b>GUARANTEED DEATH BENEFIT MEASURE BAND 2 INTEREST FACTOR</b>	3.08%
Decimal monthly equivalent	0.0025311312
Decimal daily equivalent	0.0000831136

**TABLE OF GUARANTEED DEATH BENEFIT  
BANDING ANNUAL THRESHOLDS  
PER THOUSAND OF FACE AMOUNT**

<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>ANNUAL THRESHOLD AMOUNT</u>	<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>ANNUAL THRESHOLD AMOUNT</u>	<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>ANNUAL THRESHOLD AMOUNT</u>
55	13.5100	83	340.6100	111	2,137.8900
56	18.9700	84	352.4600	112	2,425.8500
57	25.1400	85	363.7100	113	2,751.2600
58	31.9700	86	374.8900	114	3,118.9500
59	39.4300	87	385.3100	115	3,534.4600
60	47.6000	88	395.1100	116	4,003.9600
61	56.8800	89	404.2900	117	4,534.5000
62	67.0000	90	414.4300	118	5,134.0200
63	77.6600	91	426.5200	119	5,811.4900
64	88.8100	92	440.0500	120	6,577.0200
65	100.3800	93	454.3600		
66	112.3000	94	469.0600		
67	124.4900	95	483.7400		
68	136.8500	96	499.3700		
69	149.4000	97	517.4900		
70	162.0600	98	541.7400		
71	174.7100	99	572.0900		
72	187.3200	100	609.1700		
73	199.7600	101	654.8800		
74	214.9000	102	711.7000		
75	229.8800	103	782.8700		
76	244.6800	104	872.6400		
77	259.2200	105	986.7600		
78	273.6200	106	1,125.0500		
79	287.7700	107	1,281.3400		
80	301.8200	108	1,457.9500		
81	315.3600	109	1,657.5300		
82	328.2400	110	1,883.0500		

The Annual Threshold Amount at Attained Age 120 continues beyond Attained Age 120 of the younger Insured.

**POLICY SPECIFICATIONS  
SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

<b>INSURED NO. 1</b>	JEFFREY KOGAN		
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**GUARANTEED DEATH BENEFIT SAFETY TEST INFORMATION (Cont.)**

**MAXIMUM GUARANTEED DEATH BENEFIT FACTORS**

**MONTHLY FACE AMOUNT FACTOR**

Years 1 - 20 0.40

Years 21 and later 0.00

**RIDER FACTORS**

See the Policy Specifications for the Rider(s), if any

**TABLE OF MAXIMUM GUARANTEED DEATH BENEFIT  
MONTHLY INSURANCE FACTORS  
PER THOUSAND OF GUARANTEED DEATH BENEFIT MEASURE RISK**

<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>MONTHLY FACTOR</u>	<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>MONTHLY FACTOR</u>	<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>MONTHLY FACTOR</u>
54	0.001200	82	4.427700	110	11.167600
55	0.005800	83	4.771100	111	11.237600
56	0.013500	84	5.118700	112	11.263000
57	0.024800	85	5.473500	113	11.221900
58	0.041200	86	5.763900	114	11.325100
59	0.064700	87	6.145400	115	11.358400
60	0.096900	88	6.508300	116	11.379300
61	0.137800	89	6.862500	117	11.417900
62	0.186400	90	7.002100	118	11.390500
63	0.248700	91	7.048900	119	11.349600
64	0.325900	92	7.229300	120	11.501600
65	0.420000	93	7.552300		
66	0.526400	94	7.972200		
67	0.647900	95	8.492600		
68	0.785200	96	8.897800		
69	0.929600	97	9.127700		
70	1.085900	98	8.904200		
71	1.255900	99	8.926200		
72	1.437500	100	9.126800		
73	1.637300	101	9.324700		
74	2.068100	102	9.547600		
75	2.322700	103	9.781900		
76	2.589400	104	10.034800		
77	2.870800	105	10.293800		
78	3.144200	106	10.523800		
79	3.440800	107	10.725900		
80	3.725200	108	10.890700		
81	4.066000	109	11.040900		

There are no Guaranteed Death Benefit Factors beyond Attained Age 120 of the younger Insured.

**POLICY SPECIFICATIONS**  
**SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

<b>INSURED NO. 1</b>	JEFFREY KOGAN		
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**TABLE OF SURRENDER CHARGES**

<b>IF SURRENDER OCCURS IN POLICY YEAR</b>	<b>SURRENDER CHARGE</b>
01	\$ 100,400.00
02	\$ 89,356.00
03	\$ 81,324.00
04	\$ 75,300.00
05	\$ 70,280.00
06	\$ 67,268.00
07	\$ 63,252.00
08	\$ 59,236.00
09	\$ 56,224.00
10	\$ 52,208.00
11	\$ 50,200.00
12	\$ 47,188.00
13	\$ 44,176.00
14	\$ 40,160.00
15	\$ 33,132.00
16	\$ 27,108.00
17	\$ 21,084.00
18	\$ 14,056.00
19	\$ 7,028.00
20 and later	\$ 0.00

For more information on surrender charges, see Part 5 of this policy.

**POLICY SPECIFICATIONS  
SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

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**DEATH BENEFIT FACTORS**

<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>FACTOR</u>	<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>FACTOR</u>	<u>ATTAINED AGE OF THE YOUNGER INSURED</u>	<u>FACTOR</u>
54	3.47	80	1.46	106	1.00
55	3.34	81	1.42	107	1.00
56	3.21	82	1.39	108	1.00
57	3.09	83	1.37	109	1.00
58	2.97	84	1.34	110	1.00
59	2.86	85	1.32	111	1.00
60	2.76	86	1.30	112	1.00
61	2.65	87	1.28	113	1.00
62	2.56	88	1.26	114	1.00
63	2.46	89	1.24	115	1.00
64	2.38	90	1.22	116	1.00
65	2.29	91	1.21	117	1.00
66	2.21	92	1.19	118	1.00
67	2.14	93	1.17	119	1.00
68	2.06	94	1.16	120	1.00
69	2.00	95	1.14		
70	1.93	96	1.12		
71	1.87	97	1.10		
72	1.81	98	1.08		
73	1.76	99	1.04		
74	1.70	100	1.00		
75	1.66	101	1.00		
76	1.61	102	1.00		
77	1.57	103	1.00		
78	1.53	104	1.00		
79	1.49	105	1.00		

Death Benefit Factors beyond Attained Age 120 of the younger Insured are 1.00. These Death Benefit Factors are used to determine the amount of the minimum death benefit. For more information, see Part 6 of this policy.

**POLICY SPECIFICATIONS**  
**SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

<b>INSURED NO. 1</b>	JEFFREY KOGAN		
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<b>POLICY DATE</b>	OCTOBER 26, 2011	<b>POLICY NUMBER</b>	15,665,562
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**OWNER INFORMATION**

**OWNER**

SEE APPLICATION PAGE.

**POLICY SPECIFICATIONS**  
**SURVIVORSHIP FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

<b>INSURED NO. 1</b>	JEFFREY KOGAN		
<b>INSURED NO. 2</b>	FAITH M KOGAN		
<b>POLICY DATE</b>	OCTOBER 26, 2011	<b>POLICY NUMBER</b>	15,665,562
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**BENEFICIARY INFORMATION**

**BENEFICIARY**

SEE APPLICATION PAGE.

## Part 1. The Basics Of This Policy

In this Part, we discuss some definitions and insurance concepts necessary to understand this policy. The words "we," "us," and "our" refer to Massachusetts Mutual Life Insurance Company.

### The Parties Involved - Owner, Insureds, Beneficiary, Irrevocable Beneficiary

The **Owner** is the person who owns this policy, as shown in our records. The Owner has the right to exercise rights and privileges and to receive benefits under the terms of this policy during the lifetime of either Insured. If the Owner designated under the terms of this policy is not living and if the policy does not provide otherwise, the Owner will be the estate of the last Owner to die.

For more information about the rights and benefits available to the Owner, see the "Policy Ownership" section in Part 5.

The **Insureds** are the two persons whose lives this policy insures. An Insured may be the Owner of this policy, or someone else may be the Owner.

**Example:** You buy a policy insuring your own life and your spouse's life, and naming yourself as Owner. In this case, you are both an Insured and the Owner. If you buy a policy insuring two other lives and naming yourself as the Owner, then the Owner is not an Insured.

A **Beneficiary** is any person named in our records to receive the death benefit after both Insureds have died. 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.

**Example:** Elizabeth is named as primary (first) Beneficiary. Rachel and David are named as Beneficiaries in the secondary class. If Elizabeth is alive when the second death occurs, she receives the death benefit. If Elizabeth is not alive but Rachel and David are alive when the second death occurs, Rachel and David receive the death benefit.

Any Beneficiary may be named an **Irrevocable Beneficiary**. An Irrevocable Beneficiary is one whose consent is needed to change that Beneficiary, but has no other rights under this policy.

If no Beneficiary designated under this policy survives both Insureds, the Beneficiary will be the Owner unless the policy states otherwise. The interest of any Beneficiary will be subject to any assignment of this policy that is binding on us and to any payment option in effect at the time of the time of the second death.

See the "Policy Ownership" section in Part 5, and see "Part 7. Payment Options."

### Dates - Policy Date, Policy Anniversary Date, Policy Year, Monthly Charge Date, Issue Date

The **Policy Date** is shown in the Policy Specifications. It is the starting point for determining **Policy Anniversary Dates, Policy Years, and Monthly Charge Dates**. The first Policy Anniversary Date is one year after the Policy Date. The period from the Policy Date to the first Policy Anniversary Date, or from one Policy Anniversary Date to the next, is called a Policy Year.

The **Monthly Charge Dates** are the dates on which monthly charges for this policy are due. The first Monthly Charge Date is the Policy Date. Subsequent Monthly Charge Dates are the same day of each month thereafter.

**Example:** The Policy Date is June 10, 20X4. The first Policy Anniversary Date is one year later, June 10, 20X5. The period from June 10, 20X4, through June 9, 20X5, is a Policy Year. The first Monthly Charge Date is June 10, 20X4. The next Monthly Charge Date is one month later, July 10, 20X4.

The **Issue Date** is also shown in the Policy Specifications. The Issue Date starts the contestability and suicide periods. We discuss contestability and suicide later in this Part.

### **Policy A Legal Contract**

This policy is a legal contract between the Owner and us. The entire contract consists of the policy, which includes the application and any rider(s) and endorsement(s) the policy has. We have issued this policy in return for the application and the payment of the first premium. Any changes 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 policy. Any subsequent applications requesting changes in the policy also will become part of the contract; copies of any such applications will be sent to the Owner for attachment to the policy.

### **Representations And Contestability**

We rely on all statements made by or for either or both Insureds 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 policy, or any policy 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 Owner for attachment to) and made a part of this policy.

The initial Policy Specifications are attached to this policy when issued. If a policy change is made, we will send to the Owner any revised or additional Policy Specifications for attachment to the policy.

Except for any policy change or reinstatement requiring evidence of insurability, we cannot contest the validity of this policy:

- With respect to any material misrepresentation in the application regarding the insurability of Insured No. 1, once the policy has been in force during the lifetime of Insured No. 1 for two years after its Issue Date; or
- With respect to any material misrepresentation in the application regarding the insurability of Insured No. 2, once the policy has been in force during the lifetime of Insured No. 2 for two years after its Issue Date.

For any policy change requiring evidence of insurability, we cannot contest the validity of the change with respect to each Insured after the change has been in effect for two years during the lifetime of that Insured.

If evidence of insurability is required to reinstate this policy (see "Reinstating This Policy" in Part 5), our right to contest the validity of this policy begins again on the date of reinstatement. For each Insured living on that date, we cannot contest the reinstated policy after it has been in force during the lifetime of that Insured for two years after that reinstatement date.

**Misstatement Of  
Age Or Gender**

If the date of birth or gender of either Insured as given in the application is not correct, the Face Amount (discussed in this Part) will be adjusted. The adjustment will reflect the amount provided by the most recent monthly insurance charges using the correct ages and genders. If the adjustment is made while either Insured is living, monthly charges after the adjustment will be based on the correct ages and genders.

**Death By Suicide**

If either Insured commits suicide, while sane or insane, within two years after the Issue Date of this policy and while the policy is in force, this policy will terminate. In this case, we will refund to the Owner the amount of premiums accepted for this policy, less any amounts withdrawn and less any policy debt.

If either Insured commits suicide, while sane or insane, within two years after this policy is reinstated and while the policy is in force, this policy will terminate. In this case, we will refund to the Owner any amount paid to reinstate this policy and any premiums accepted thereafter, less any amounts withdrawn and less any policy debt.

Monthly charges are discussed in Part 3. Withdrawals, policy debt, and reinstatement are discussed in Part 5.

**Meaning Of  
In Force**

"In force" means that the insurance provided by this policy is in effect and has not terminated. This policy will be in force on the later of (a) its Issue Date or, (b) the date the first premium is received, unless:

- There has been a change in the insurability of either Insured prior to the Issue Date;
- The Company has issued an amendment to the application or requested additional information; or
- The Company has requested a statement verifying the current insurability of either or both Insureds.

If any of the above conditions apply, the policy will be considered in force on the later of (a) the date all required supplemental information is received at our Home Office, and (b) the date the first premium is received. Supplemental information may include, but is not limited to:

- Evidence of policy delivery,
- Evidence that there has been no material change in an Insured's health, and
- Completed Application amendments.

This policy will continue in force to the second death unless:

- Either Insured commits suicide within two years after the Issue Date or the date the policy is reinstated;
- The policy terminates under the terms of the **Grace Period and Termination** provisions in Part 3; or
- The policy is surrendered.

**Meaning Of Second Death**

The "second death" under this policy means the death of the survivor of the Insureds.

**Simultaneous Deaths**

The Insureds may die at the same time, with no reasonable way to determine who died first. In this case, we will assume that Insured No. 2 died before Insured No. 1. However, the Owner may provide otherwise by written request while both Insureds are living.

**Face Amount**

The Face Amount is the amount of insurance coverage this policy provides while the policy is in force. The **Initial Face Amount** is the Face Amount on the Policy Date.

**Year Of Coverage**

For the Initial Face Amount, each Policy Year is a year of coverage.

**Ages - Issue Age, Attained Age**

The **Issue Age** for each Insured (shown in the Policy Specifications) is the age of that Insured on the birthday nearest the Policy Date.

**Example:** Elizabeth's 32nd birthday was May 12th. The Policy Date is today, December 1. Since December 1 is closer to her 33rd birthday, her Issue Age will be 33.

The **Attained Age** of an Insured is the Insured's Issue Age increased by the number of full Policy Years elapsed.

**Written Request**

A "written request" is a request in writing, in a form satisfactory to us, received by us at our Home 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.

**Status For Federal Tax Purposes**

This policy is intended to qualify as a "life insurance contract" for Federal tax purposes. To maintain its status as a "life insurance contract" we will monitor the policy for compliance with the limits established by the Internal Revenue Code. In any policy year, we reserve the right to take any action we deem necessary to maintain the status of the policy, including the right to refund policy premium or to distribute to you a portion of the Account Value. We may also limit or deny any change to policy benefits (such as rider additions, or face amount decreases, rider removal or reduction, or withdrawals) to the extent required to maintain the policy's status.

We will adjust the limits in any Policy Year in which there is a change to policy benefits (such as rider additions or benefit decreases resulting from the face amount reduction, rider removal or reduction or withdrawals) that alters the limits for Federal tax purposes. Following the adjustment, we reserve the right to take any action necessary to maintain the status of the policy, including the right to distribute to you a portion of the Account Value.

**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 policy are in U.S. dollars.

**Home Office** Our Home Office is in Springfield, Massachusetts. The address is Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, Massachusetts 01111-0001, or any other address as we may designate in the future.

## Part 2. Premium Payments

Premiums are the payments that may be paid to us to increase the Account Value of this policy; they also may be needed to keep this policy in force. Premiums for this policy are discussed in this Part.

**The First Premium** The first premium for this policy is shown in the Policy Specifications. It is due on the Policy Date.

**Planned Premiums** The planned premium for this policy is shown in the Policy Specifications. The frequency of planned premiums for this policy is as elected in the application. The frequency and amount of the planned premium may be changed by written request; the frequency may be quarterly, semiannually, or annually.

We also provide a pre-authorized payment plan. This plan, and any other alternate premium plans we provide, are governed by the rules we set.

Timely payment of planned premiums does not guarantee that this policy will stay in force until both Insureds have died. Policy coverage may be affected by:

- The amount, frequency and timing of premium payments;
- Changes in the Face Amount and Death Benefit Option;
- Changes in the interest credited to the Account Value;
- Changes in the policy monthly charges and expense charges;
- The addition of, or changes in, policy benefit riders;
- Policy loans or withdrawals; and
- Transfers between the GDB Premium Account and the Specified Premium Account if DBO 4 is in effect.

If continued payment of the planned premium during a Policy Year would exceed the Limit On Premium Payments for the Year shown in the Policy Specifications, we may decrease the planned premium to an amount that would not exceed that limit.

If premium payments are discontinued, we will continue to deduct monthly charges from the Account Value and the policy will stay in force subject to the **Grace Period** and **Termination** provisions in Part 3.

**Premium Flexibility And Premium Notices** After the first premium has been paid, there is no requirement that any amount of premium be paid on any date. Subject to the Limit On Premium Payments shown in the Policy Specifications and while this policy is in force, any amount of premium may be paid at any time while either Insured is living. However, each premium paid must be at least \$20 or, if greater, the amount needed to prevent termination, as

discussed in the **Determining Amount Of Premium Needed To Avoid Termination** provision, in Part 3.

We will send premium notices for the planned premium based on the amount and frequency in effect. We will stop sending notices for the planned premium upon receipt of the Owner's written request to do so. We do not send premium notices if you have elected a pre-authorized payment plan.

**Where To Pay Premiums**

All premiums after the first premium are payable to us at our Home Office or at the place shown for payment on the premium notice. Upon request, a receipt signed by our Secretary or an Assistant Secretary will be given for any premium payment.

**Right To Refund Premiums**

We have the right to refund any amount of premium paid in a Policy Year that exceeds the Limit On Premium Payments stated in the Policy Specifications.

**Net Premium**

A Net Premium is a premium payment we accept for this policy less the premium expense charge we deduct at that time. The Maximum Premium Expense Charge we can deduct from each premium payment is shown in the Policy Specifications.

If DBO 1 is in effect, any Net Premium allocated to the GDB Premium Account will be credited as of the date we receive the premium.

If DBO 4 is in effect, any Net Premium allocated to the GDB Premium Account and the Specified Premium Account will be credited as of the date we receive the premium.

For any premium payment received before the Policy Date, the Net Premium will be credited to the Account Value as of the Policy Date.

If the Face Amount of this policy includes new insurance, that is, if this policy is issued as a result of a conversion or replacement, a separate "segment" for the additional face amount will be shown in the Policy Specifications. Premium payments will be allocated to each segment of the Face Amount.

**Maximum Guaranteed Death Benefit Safety Test Premium**

The Maximum Guaranteed Death Benefit Safety Test Premium ("GDB Safety Test Premium") is shown in the Policy Specifications. It is the amount of premium that must be paid to guarantee the policy will stay in-force until, but not including, the Guaranteed Death Benefit Guarantee Period End Date ("GDB Guarantee Period End Date").

The GDB Safety Test Premium shown in the Policy Specifications is the amount that must be paid to satisfy the Safety Test. This premium must be fully allocated to the GDB Premium Account.

Your policy's GDB Safety Test Premium, Guaranteed Death Benefit Pay Period End Date ("GDB Pay Period End Date") and GDB Guarantee Period End Date are set when the policy is issued based on the guarantee you requested. They are shown in the Policy Specifications.

The GDB Guarantee Period End Date and GDB Pay Period End Date can be changed upon request. These changes may, however, impact the GDB Safety Test Premium.

The Maximum GDB Safety Test Premium required to keep your guarantee in force may also change due to changes to your policy and certain policy transactions. These policy changes and transactions include, but are not limited to:

- Face Amount changes;
- Premium payment frequency changes;
- Adding or eliminating Riders;
- Having a sub-standard rating reduced or removed;
- Withdrawals from the GDB Premium Account;
- Transfers to or from the GDB Premium Account; and
- Taking a loan from the GDB Premium Account.

If the Maximum Guaranteed Death Benefit Safety Test Premium changes, new Policy Specification pages will not be sent. The new amount will be noted in your Annual Statement. However, you should contact your agent and request an illustration before making a policy change or transaction.

### **Part 3. Accounts, Values, And Charges**

This policy provides an Account Value comprised of the GDB Premium Account Value, the Specified Premium Account Value and the Loaned Account Value, all of which are part of our general account. If your elected death benefit option is Death Benefit Option 1, premiums may only be allocated to the GDB Premium Account. If your death benefit option is Death Benefit Option 4 (at issue or if changed at a later date), premiums may be allocated to both the GDB Premium Account and Specified Premium Account. Regardless of the death benefit option chosen, the amount of any policy loan is always part of the Loaned Account Value.

#### **Values Of This Policy**

##### **Account Value**

The Account Value is equal to:

- The GDB Premium Account Value; plus
- The Specified Premium Account Value if DBO 4 is in effect; plus
- Any Loaned Account Value.

Beyond the younger Insured's Attained Age 120, the Account Value will never be less than the Face Amount on the Policy Anniversary nearest the younger Insured's Attained Age 121.

##### **GDB Premium Account Value**

The GDB Premium Account Value reflects:

- The net premiums allocated to this account; less
- Any surrender charges for this policy due to any decreases in the Face Amount; plus
- Any value transferred from the Specified Premium Account; less
- Any value transferred to the Specified Premium Account; less
- Any value deducted because of loans; less

- Any monthly charges for this policy deducted from this account; plus
- Interest credited to this account.

**Interest On  
The GDB Premium  
Account**

The GDB Premium Account earns interest at an effective annual rate defined in this provision. Interest is credited daily.

For any part of the GDB Premium Account, the interest rate we use will be the daily equivalent of the greater of:

- The Minimum Annual Interest Rate; and
- An alternate annual rate established by us. The alternate annual rate of interest will reflect our expectations for future investment results, profits, and expenses. This rate will be declared for each calendar month in advance; once declared for a month, it cannot be changed.

**Specified Premium  
Account Value**

The **Specified Premium Account Value** reflects:

- The net premiums allocated to this account; plus
- Any value transferred from the GDB Premium Account; less
- Any value transferred to the GDB Premium Account; less
- Any value deducted because of loans; less
- Any monthly charges for this policy deducted from this account; plus
- Interest credited to this account.

**Interest On  
The Specified  
Premium Account**

The Specified Premium Account earns interest at an effective annual rate defined in this provision. Interest is credited daily.

For any part of the Specified Premium Account, the interest rate we use will be the daily equivalent of the greater of:

- The Minimum Annual Interest Rate; and
- An alternate annual rate established by us. The alternate annual rate of interest will reflect our expectations for future investment results, profits, and expenses. This rate will be declared for each calendar month in advance; once declared for a month, it cannot be changed.

**Loaned Account  
Value**

The Loaned Account Value is equal to the amount of any outstanding loan and unpaid loan interest and will earn interest. The interest earned on any Loaned Account Value will be the daily equivalent of the greater of:

- The annual loan interest rate in effect during the current Policy Year less the loan interest rate expense charge; and
- The Minimum Annual Interest Rate.

If DBO 1 is in effect, the interest will be added to the GDB Premium Account.

If DBO 4 is in effect, the interest will be added to the Specified Premium Account as long as there is value in that account. If there is no value in the Specified Premium Account, the interest will be added to the GDB Premium Account.

The loan interest rate is discussed in the **Interest On Loans** provision in Part 5. The Maximum Loan Interest Rate Expense Charge and the Minimum Annual Interest Rate are shown in the Policy Specifications.

### **Monthly Policy Charges**

#### **Monthly Charges**

Monthly charges will be deducted monthly from the Account Value on each Monthly Charge Date prior to the younger Insured's Attained Age 121. No monthly charges will be deducted on or after that date.

If DBO 1 is in effect, the monthly charges will be deducted from the GDB Premium Account.

If DBO 4 is in effect, the monthly charges will be deducted from the GDB Premium Account until it is depleted. If the Guaranteed Death Benefit Safety Test is met, no additional charges will be deducted. If the Guaranteed Death Benefit Safety Test is not met, any remaining charges will be deducted from the Specified Premium Account.

Four types of monthly charges are deducted from the Account Value:

- Administrative Charge;
- Face Amount Charge;
- Insurance Charge; and
- Rider Charges.

#### **Administrative Charge**

The amount of the monthly administrative charge will be determined by us. However, it will not exceed the Maximum Monthly Administrative Charge shown in the Policy Specifications.

#### **Face Amount Charge**

The amount of the monthly face amount charge will be determined by us. However, it will not exceed the result of:

- The Face Amount divided by 1,000; then multiplied by
- The Maximum Monthly Face Amount Charge for the year of coverage. These maximum charges are shown in the Policy Specifications.

If the Face Amount of the policy has separate segments, the face amount charge for each month will be the sum of the charges determined separately for each segment of the Face Amount.

#### **Insurance Charge**

The maximum monthly insurance charge rates per \$1,000 of insurance risk are shown in the Table(s) Of Maximum Monthly Insurance Charges of the Policy Specifications. Maximum monthly insurance charge rates for each segment of the Face Amount will be shown in a separate table. The insurance charge is the insurance charge rate per \$1,000 of insurance risk times the insurance risk.

The insurance risk is computed as of the date the charge is due. All amounts are calculated as of that date. The insurance risk is determined by the following steps.

- (a) We compute the Account Value of this policy after all additions and deductions other than the deduction of the insurance risk charge.
- (b) We determine the amount of benefit under the Death Benefit Option in effect (as discussed in Part 6). The minimum death benefit (discussed in Part 6) used here is based on the Account Value computed in (a).
- (c) We divide the amount of benefit determined in (b) by an amount equal to 1 plus the monthly equivalent (expressed as a decimal fraction) of the Minimum Annual Interest Rate shown in the Policy Specifications.
- (d) We subtract the Account Value, as computed in (a), from the amount determined in (c). The result is the monthly insurance risk.

If there are two or more tables of maximum monthly insurance charges, the pro rata insurance risk allocated to each table will be based on the proportionate amount of Face Amount for the table to the total Face Amount. If the monthly insurance risk is increased due to the minimum death benefit (discussed in Part 6), the table that applies to the segment requiring evidence of insurability will be used for such increase.

**Example:** The Initial Face Amount of your policy is \$750,000. \$500,000 of this amount is the result of a conversion from another policy, and \$250,000 is additional new insurance. The Death Benefit Option is 1, and the benefit under Death Benefit Option 1 is \$750,000. The pro rata portion of insurance risk to be allocated to the table for the first segment is \$500,000 divided by \$750,000, or two-thirds. The pro rata portion to be allocated to the table for the second segment is \$250,000 divided by \$750,000, or one-third.

The monthly insurance risk is computed as \$600,000. The maximum monthly insurance charge per \$1,000 of insurance risk will be based on the charge for an amount equal to two-thirds of \$600,000, or \$400,000, from the first segment and an amount equal to one-third of \$600,000, or \$200,000, from the second segment.

Suppose instead that the benefit under Death Benefit Option 1 is \$810,000 due to the minimum death benefit and that the monthly insurance risk is \$660,000. Then the maximum monthly insurance charge per \$1,000 of insurance risk will be based on the charge for an amount equal to \$400,000 from the first segment and an amount equal to \$260,000 from the second segment (\$200,000 plus the \$60,000 due to the minimum death benefit).

We may charge less than the maximum monthly insurance charges shown in the table(s). In this case, the monthly insurance charge rates will be based on our expectations for future mortality, investment, persistency and expense results, and future profits. The expense component of these rates is used to offset sales and issue expenses, which decrease over time. For each Insured, any change in these charges will apply to all individuals in the same class.

**Rider Charge**

The monthly rider charge is the sum of the monthly charges for any riders in effect on the Monthly Charge Date. The monthly charges for any rider are shown in the Policy Specifications for the rider.

**Grace Period And Termination**

We will determine whether this policy will remain in force on each Monthly Charge Date. If not, the policy will enter the Grace Period, which is the period of time during which you have the opportunity to send us enough premium to keep this policy in force.

**Grace Period**

The policy will enter the grace period, under the following conditions.

1. If the policy debt limit is exceeded, or
2. If there is an outstanding loan on the Monthly Charge Date, but the policy debt limit has not been reached, and
  - a. The Net Surrender Value (Account Value less surrender charges and less Debt) is less than the monthly charges due, and
  - b. The Guaranteed Death Benefit Safety Test is not met, or
3. If there is an outstanding loan on the Monthly Charge Date, but the policy debt limit has not been reached, and
  - a. The Account Value minus Debt is less than the monthly charges due, and
  - b. The Guaranteed Death Benefit Safety Test is met, or
4. If there is no outstanding loan on the Monthly Charge Date, and
  - a. The Account Value is less than the monthly charges due, and
  - b. The Guaranteed Death Benefit Safety Test is not met.

The grace period begins on the date that monthly charges are due. It ends 31 days after that date or, if later, 31 days after we mail a written notice to the last known address(es) of the Owner and any assignee shown in our records.

During the grace period, the policy will stay in force. If the second death occurs during the grace period, any unpaid premium amount needed to avoid termination will be deducted from the death benefit (see **Amount Of Death Benefit** provision in Part 6). The policy will terminate without value if we do not receive payment of the required amount by the end of the grace period.

**Grace Period Notification**

We will send a written notification to you if the policy enters the Grace Period. The notice will state the amount of premium needed to avoid immediate termination, which may include an amount needed to satisfy the Guaranteed Death Benefit Safety Test.

If the required premium is based on an amount needed to satisfy the Guaranteed Death Benefit Safety Test, the notice will state the amount of premium that must be deposited into the GDB Premium Account.

If DBO 4 is in effect, the notice may also state the amount of premium needed to keep the policy in force until a future Monthly Charge Date. This amount will depend on the

planned premium frequency you have chosen. The notice will state the portion of premium, if any, that must be deposited into the GDB Premium Account.

#### **Termination**

The policy will terminate without value at the end of a grace period unless we receive enough premium to keep it in force.

The policy will terminate if:

- The policy debt limit has been reached and the required premium payment has not been paid by the end of the grace period;
- The policy was surrendered for its net surrender value; or
- The policy entered the grace period on any Monthly Charge Date before the younger Insured's Attained Age 121 and the required premium payment has not been paid by the end of the grace period.

If we receive a premium payment that is less than the amount needed to avoid immediate termination, we will return it to you and the policy will terminate at the end of the grace period.

If DBO 4 is in effect, and we receive a premium that is at least the amount needed to avoid immediate termination, but less than the amount due, we will apply the immediate amount to the GDB Premium Account. Any remaining premium will be allocated according to the current allocations.

If DBO 4 is in effect, and we receive a premium that is greater than or equal to the amount due, we will apply the amount due to the GDB Premium Account. Any remaining premium will be allocated according to the current allocations.

#### **Determining Amount Of Premium Needed**

If the policy is at risk of terminating, and the policy debt limit has not been reached, we may reduce the monthly charges due.

#### **To Avoid Termination**

If the GDB Premium Account Value cannot cover the monthly charges due, but the Guaranteed Death Benefit Safety Test is met, the monthly charges for that date will be reduced to an amount equal to the GDB Premium Account Value.

## **Part 4. Guaranteed Death Benefit Safety Test**

On each Monthly Charge Date prior to the younger Insured's Attained Age 121, we test to determine whether the Guaranteed Death Benefit Safety Test is met. The Guaranteed Death Benefit Safety Test is met if the Guaranteed Death Benefit Measure is greater than or equal to the Guaranteed Death Benefit Monthly Factors due. We will notify you if you fail the Guaranteed Death Benefit Safety Test and this policy will lapse (see the **Grace Period Notification** provision in Part 3).

#### **Guaranteed Death Benefit Measure**

The Guaranteed Death Benefit Measure is not used to determine this policy's Account Value or death benefit. It is a reference measure that is used to determine if the Guaranteed Death Benefit Safety Test is met on each Monthly Charge Date. For the purpose of calculating the Guaranteed Death Benefit Measure, net premiums allocated to the GDB Premium Account are measured from the Monthly Charge Date that is on or precedes the date on which we receive the premium.

The Guaranteed Death Benefit Measure is equal to:

- Net premiums paid into the GDB Premium Account; plus
- Amounts transferred into the GDB Premium Account; less
- Amounts transferred or withdrawn from the GDB Premium Account; less
- Any surrender charges for this policy that have been deducted from the GDB Premium Account due to any decreases in the Face Amount; less
- Loans and loan interest attributed to the GDB Premium Account; less
- All prior Guaranteed Death Benefit Monthly Factors taken for this policy; plus
- Loans repaid to the GDB Premium Account; plus
- Interest credited to the GDB Premium Account as a result of any policy loan; plus
- Interest on the above amounts credited at the Guaranteed Death Benefit Measure Interest Factors shown in the Policy Specifications.

The Guaranteed Death Benefit Monthly Factors are determined on each Monthly Charge Date. After the first Policy Year, the Guaranteed Death Benefit Measure can never be less than zero.

**Guaranteed Death  
Benefit Measure  
Interest Factors**

In the first policy year, the interest factor we use will be the daily equivalent of the Year 1 Guaranteed Death Benefit Measure Interest Factor. After the first policy year, interest credited to the Guaranteed Death Benefit Measure will be determined as described below.

The daily equivalent of the Guaranteed Death Benefit Measure Band 1 Interest Factor will be applied to the portion of the Guaranteed Death Benefit Measure that does not exceed the Guaranteed Death Benefit Measure Annual Threshold Amount applicable for the policy year shown in the Policy Specifications.

The daily equivalent of the Guaranteed Death Benefit Measure Band 2 Interest Factor will be applied to the portion of the Guaranteed Death Benefit Measure that exceeds the Guaranteed Death Benefit Measure Annual Threshold Amount applicable for the policy year shown in the Policy Specifications.

The Guaranteed Death Benefit Measure Annual Threshold Amount is equal to:

- The Face Amount divided by 1,000; multiplied by
- The Guaranteed Death Benefit Measure Annual Threshold Amount for the policy year shown in the Table Of Guaranteed Death Benefit Banding Annual Thresholds Per \$1,000 Of Face Amount.

**Maximum  
Guaranteed Death  
Benefit Monthly  
Factors**

Three types of monthly factors reduce the Guaranteed Death Benefit Measure:

- Guaranteed Death Benefit Monthly Face Amount Factor;
- Guaranteed Death Benefit Monthly Insurance Factor; and
- Any applicable Guaranteed Death Benefit Rider Factors (which are described in each applicable rider).

These monthly factors reduce the Guaranteed Death Benefit Measure on each Monthly Charge Date prior to the younger Insured's Attained Age 121. Monthly factors will also reduce the Guaranteed Death Benefit Measure on the date that we receive the amount of premium needed to prevent termination, as discussed in the **Determining Amount Of Premium Needed To Avoid Termination** provision in Part 3.

The maximum Guaranteed Death Benefit factors are established on the date(s) this policy and riders are issued and can never be increased.

**Maximum  
Guaranteed Death  
Benefit Monthly  
Face Amount Factor**

The amount of this factor is equal to:

- The Face Amount divided by 1,000; multiplied by
- The Maximum Guaranteed Death Benefit Monthly Face Amount Factor shown in the Policy Specifications.

**Maximum  
Guaranteed Death  
Benefit Monthly  
Insurance Factor**

The Table Of Maximum Guaranteed Death Benefit Monthly Insurance Factors per 1,000 of Guaranteed Death Benefit Measure risk is in the Policy Specifications.

The Guaranteed Death Benefit Measure risk is determined on each date the factor reduces the Guaranteed Death Benefit Measure. We determine the Guaranteed Death Benefit Measure of this policy after all additions and factors other than the Guaranteed Death Benefit Monthly Insurance Factor.

The Guaranteed Death Benefit Measure risk is equal to:

- The Face Amount divided by an amount equal to 1 plus the monthly equivalent of the Minimum Annual Interest Rate shown in the Policy Specifications; less
- The Guaranteed Death Benefit Measure.

If there are two or more tables of Maximum Guaranteed Death Benefit Monthly Insurance Factors, the pro rata Guaranteed Death Benefit Measure risk allocated to each table will be based on the proportionate amount of Face Amount for the table to the total Face Amount.

Any premiums refunded under the **Right To Refund Premiums** provision in Part 2 are excluded from the Guaranteed Death Benefit Safety Test calculation.

**Safety Test  
Example**

On the 6th Monthly Charge Date, there is no policy debt and the monthly charges due are \$100. The Guaranteed Death Benefit Measure is 75, and the Guaranteed Death Benefit Monthly Factors due are 70. The Guaranteed Death Benefit Safety Test is met and the policy remains in force because the Guaranteed Death Benefit Measure is greater than the Guaranteed Death Benefit Monthly Factors due on that Monthly Charge Date.

## Part 5. Life Benefits

This life insurance policy provides a death benefit if both Insureds die while the policy is in force. Rights and benefits are also available while either Insured is living. These "Life Benefits" are discussed in this Part.

### Policy Ownership

#### Rights Of Owner

While either Insured is living, the Owner may exercise all rights given by this policy or allowed by us. These rights include changing Beneficiaries, changing ownership, assigning this policy, enjoying all policy benefits, and exercising all policy options.

#### Changing The Owner Or Beneficiary

While either Insured is living, the Owner or any 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 second death occurs before we receive it. Each change will be subject to any payment we made or other action we took before receiving the written request.

#### Assigning This Policy

This policy may be assigned. However, for any assignment to be binding on us, we must receive a signed copy of it at our Home Office. We will not be responsible for the validity of any assignment.

Once we receive a signed copy of an assignment, the rights of the Owner and the interest of any Beneficiary or any other person will be subject to the assignment. An assignment is subject to any policy debt. Policy debt is discussed in the **Right To Make Loans** provisions in this Part.

#### Annual Report

Each year after the Policy Anniversary Date, we will mail an annual report to the Owner. There will be no charge for this report. This report will show the Account Value at the beginning of the preceding Policy Year and all premiums accepted during that Year. It also will show the additions to, and deductions from, the Account Value during that Year, and the Account Value, death benefit, net surrender value, and policy debt as of the current Policy Anniversary Date. This report will also indicate whether the Guaranteed Death Benefit Safety Test is met as of the date of the report.

The annual report also will include any additional information required by applicable law or regulation.

### This Policy's Share In Dividends

#### Policy Is Participating

This policy is "participating," which means it may or may not share in any dividends we pay.

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 policy. This determination is based on this policy's contribution to divisible surplus.

Since we do not expect this policy to contribute to divisible surplus, we do not expect that any dividends will be payable on this policy.

Any dividends allocated to this policy will be payable on Policy 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.

**Cash** - Dividends will be paid in cash.

**Account Value Additions** - Dividends will be added to the Account Value of this policy.

**Paid-Up Additions** - Dividends will be used to buy additional level paid-up insurance. The amount of paid-up insurance will be determined by applying the dividend, on the date credited, as a net single premium at the genders and Attained Ages of the Insureds on that date. The value of the paid-up insurance will be the net single premium, on the same basis, at the Attained Ages of the Insureds. The amount of any paid-up additions will be added to the death benefit; and the value of any paid-up additions will be added to the net surrender value. However, determination of Account Value, insurance charges, and minimum death benefit ignore paid-up additions.

**Reduced Monthly Charges** - Dividends will be used to reduce the monthly deductions we make from the Account Value to pay the monthly charges.

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

#### **Dividend After Death Of Insured**

If the second death occurs after the first Policy Year, the death benefit will include a pro rata share of any dividend allocated to this policy for the Year that death occurs.

#### **Right To Change The Face Amount**

While this policy is in force, the Face Amount may be changed. We may limit the number and the size of the changes in a Policy Year.

#### **No Increases In The Face Amount**

Increases in the Face Amount will not be allowed.

#### **Decreases In The Face Amount**

After the first Policy Year, the Face Amount may be decreased by the Owner's written request while either Insured is living. However, the decrease must not reduce the Face Amount to an amount less than the Minimum Face Amount shown in the Policy Specifications. A partial surrender charge may apply for each decrease in Face Amount.

Any decrease is effective on the Monthly Charge Date that is on, or precedes, the date we receive the written request.

Any surrender charge due upon a decrease in the Face Amount is deducted from the GDB Premium Account on the effective date of the decrease. If the GDB Premium Account has insufficient value to cover any surrender charge, the surrender charge will be capped and, after the decrease, the GDB Premium Account will be zero. Surrender charges are discussed in the **Net Surrender Value** provision in this Part.

**Evidence Of Changes**

If the Face Amount is changed, we will send the Owner any revised and additional Policy Specifications for attachment to this policy. However, we have the right to require that the policy be sent to us to make the change.

**Transfers Of Values**

If DBO 4 is in effect, you may make transfers between the Specified Premium Account and the GDB Premium Account. Each transfer request must be in writing and will be effective on the date we receive the written request at our Home Office. Transfers must be made in whole percentages or in dollar amounts. We reserve the right to restrict or reject any transfer.

**Transfers From The Specified Premium Account**

The entire value or any portion of the Specified Premium Account may be transferred to the GDB Premium Account at any time while this policy is in force.

**Transfers From The GDB Premium Account**

Transfers may be made from the GDB Premium Account to the Specified Premium Account once each policy year. Any transfer may not exceed 25% of the account's net surrender value (the GDB Premium Account Value less surrender charges).

**Borrowing Against This Policy**

**Right To Make Loans**

Once the Account Value exceeds any surrender charges that apply, the Owner may borrow against this policy while either Insured is living. The policy must be properly assigned to us before the loan is made. No other collateral is needed. We refer to all outstanding loans plus accrued interest as "policy debt."

We may delay the granting of any loan for up to six months, except for a loan to pay premiums to us.

**Effect Of Loan**

If DBO 1 is in effect, the amount of any loan will be deducted from the GDB Premium Account.

If DBO 4 is in effect, the amount of any loan will be deducted from the Specified Premium Account to the extent possible. If there is not enough value in the Specified Premium Account, the remaining amount of any loan will be deducted from the GDB Premium Account.

Any loan amount deducted from the GDB Premium Account will also reduce the Guaranteed Death Benefit Measure. Any interest added to the loan will be treated as a new loan under this provision.

The amount of outstanding policy loan will earn interest as described in the **Loaned Account Value** provision in Part 3.

**Maximum Loan Available**

There is a maximum amount that can be borrowed on any date. It is the amount that, with loan interest on it to the next Policy Anniversary Date, will equal the current Account Value less surrender charges. This maximum amount will be reduced by any outstanding policy debt.

**Interest On Loans**

Interest on loans is not due in advance. This interest accrues each day and becomes part of the policy debt.

Interest is due on each Policy Anniversary Date. The fixed loan interest rate is shown in the Policy Specifications. If interest is not paid when due, it will be added to the loan and will bear interest at the rate payable on the loan.

**Policy Debt Limit**

Policy debt (which includes accrued interest) may not exceed:

- The Account Value less surrender charges, if the Guaranteed Death Benefit Safety Test has not been met, or
- The Account Value, if the Guaranteed Death Benefit Safety Test has been met.

If this limit is exceeded, the policy will enter the Grace Period and may terminate. To terminate for this reason, we must mail written notice to the Owner and any assignee shown in our records at their last known addresses. This notice will state the amount needed to bring the policy debt back within the limit. For more information, please see the **Termination, Grace Period, and Grace Period Notification** provisions in Part 3.

**Repayment Of Policy Debt**

All or part of any policy debt may be repaid at any time while either Insured is living. However, policy debt can be repaid only while this policy is in force. Each loan repayment will be credited on the day we receive it at our Home Office.

Loan repayments made within 30 days of a policy anniversary will be used to pay loan interest due first.

If DBO 1 is in effect, any other repayment of policy debt will be allocated to the GDB Premium Account up to the amount of the policy loan (not counting any loan interest).

If DBO 4 is in effect, any other repayment of policy debt will be allocated to the GDB Premium Account up to the amount of the policy loan (not counting any loan interest) that was attributed to it. Any additional loan repayment will be credited to the Specified Premium Account.

The amount of any loan repayment that increases the GDB Premium Account will also increase the Guaranteed Death Benefit Measure. Loan repayments must be clearly identified as such; otherwise, they will be considered premium payments.

## **Surrendering This Policy And Making Withdrawals**

**Right To Surrender** This policy may be surrendered for its net surrender value (see the next provision) at any time while the policy is in force and either Insured is living. This policy will terminate as of the date of surrender and cannot be reinstated.

The Owner has the option at any time to surrender this policy for level paid-up life insurance. The amount of level paid-up life insurance will be determined by applying the net surrender value on the date of surrender as a net single premium at the gender(s) and Attained Age(s) of the Insured(s) on that date. This net single premium will be computed on the basis of 4.0% interest and the Table(s) Of Maximum Monthly Insurance Charges shown in the Policy Specifications. On any date after this surrender, the value of the paid-up life insurance will be the net single premium, on this same basis, at the gender(s) and Attained Age(s) of the Insured(s) on that date. Monthly administrative charges will not be deducted from the paid-up life insurance.

**Net Surrender Value** The net surrender value of this policy is equal to the Account Value less any applicable surrender charges and any policy debt. The surrender charge for this policy is the sum of the surrender charges for all segments of the Face Amount. These charges are shown in the Table(s) Of Surrender Charges of the Policy Specifications. In no event will the net surrender value be less than zero.

**Making Withdrawals** After the first Policy Year, withdrawals may be made by written request while the policy is in force.

If DBO 1 is in effect, withdrawals will be taken from the GDB Premium Account.

If DBO 4 is in effect, withdrawals will be taken from the Specified Premium Account until it is depleted. Any additional amount will be taken from the GDB Premium Account.

The Guaranteed Death Benefit Measure will be reduced by the amount of any withdrawal taken from the GDB Premium Account.

No withdrawal from the GDB Premium Account can exceed seventy-five percent (75%) of the net surrender value of that account (the GDB Premium Account Value less any applicable surrender charge). The entire value of the Specified Premium Account may be withdrawn.

On the date of a withdrawal, the Account Value will be reduced by the withdrawal amount, which includes any withdrawal fee that we may charge. The Maximum Withdrawal Fee that can be taken with each withdrawal is shown in the Policy Specifications. The minimum amount of a withdrawal (including the withdrawal fee) is \$100.

The Face Amount will be decreased if:

- The withdrawal is taken from the GDB Premium Account; and

- After the withdrawal, the Death Benefit is greater than the Minimum Death Benefit (described in Part 6); and
- We have not received evidence of insurability satisfactory to us.

In this case, the Face Amount will be decreased by an amount equal to the excess of (A) over (B), where:

- (A) is the withdrawal amount; and
- (B) is the lowest withdrawal amount that would reduce the Minimum Death Benefit to equal the Death Benefit just after the withdrawal.

A withdrawal will not be allowed if the Face Amount after a withdrawal would be less than the Minimum Face Amount shown in the Policy Specifications.

Withdrawals will be subject to the following limits:

- If DBO 1 is in effect, the maximum amount of a withdrawal on any date is 75% of the Net Surrender Value.
- If DBO 4 is in effect, the entire value of the Specified Premium Account may be withdrawn in addition to 75% of the net surrender value of the GDB Premium Account (the GDB Premium Account Value less any applicable surrender charges); and
- The Face Amount after a withdrawal must not be less than \$50,000.

**Example:**

**Death Benefit Option 1**

You make a withdrawal without furnishing us satisfactory evidence of insurability. Prior to your withdrawal, your policy has a Face Amount of \$600,000, and an Account Value of \$120,000. If you make a withdrawal of \$30,000, the GDB Premium Account value will be reduced to \$90,000, the Face Amount will be reduced to \$570,000, and \$29,975 will be paid to you.

**Death Benefit Option 4**

You make a withdrawal without furnishing us satisfactory evidence of insurability. Prior to your withdrawal, your policy has a Face Amount of \$600,000, A GDB Premium Account value of \$10,000 and a Specified Premium Account value of \$25,000. If you make a withdrawal of \$30,000, the Specified Premium Account value will be reduced to \$0, and the GDB Premium Account will be reduced to \$5,000, the Face Amount will be reduced to \$595,000, and \$29,975 will be paid to you.

If the Face Amount is reduced due to a withdrawal, we will send the Owner any revised or additional Policy Specifications for attachment to this policy. However, we have the right to require that the policy be sent to us to make the changes.

## How We Pay

Any withdrawal made will be paid in one sum. If the policy is surrendered, the net surrender value may be paid in one sum or it may be applied under any payment option elected.

We may delay paying any surrender or withdrawal for up to six months from the date we receive the written request. Interest will be added if payment is delayed. The amount of interest is the same as would be paid for the same period of time under Option 3 of the payment options or, if greater, the amount using the minimum interest rate for this purpose required by the laws of the state where this policy was delivered. See Part 7 for a description of Option 3.

## Reinstating This Policy

### When Policy May Be Reinstated

After this policy has terminated, it may be reinstated -- that is, put back in force. However, the policy may not be reinstated:

- If it has been surrendered for its net surrender value; or
- More than three years after the date of termination; or
- If an Insured has died since the date of termination.

### Requirements To Reinstatement

A written application and evidence of insurability satisfactory to us is required to reinstate. Also, a premium is required as a cost to reinstate. This cost is the amount of premium needed to keep the policy in force for three months after reinstatement. This amount will be quoted on request. We will not apply this premium until your reinstatement application is approved.

### Policy After Reinstatement

The policy will be reinstated on the Monthly Charge Date that is on, or following, the date we approve the application. The Face Amount on the date of reinstatement will be the Face Amount on the termination date. The reinstatement premium received will be applied according to the premium allocation in effect when the policy terminated. The amount of reinstatement premium allocated to the GDB Premium Account will be reflected in the Guaranteed Death Benefit Measure. We do not reinstate debt.

Upon reinstatement of this policy, the Table(s) Of Surrender Charges (shown in the Policy Specifications) will apply as though the policy had not terminated. However, if the surrender charge was taken when this policy terminated, then the applicable surrender charges will not be reinstated.

Our rights to contest the validity of, and terminate, this policy begin again on the date of reinstatement. See the **Representations And Contestability and Death By Suicide** provisions in Part 1.

## Reports To Owner

### Illustrative Report

In addition to the annual reports, after the first Policy Year we will send an illustrative report of guaranteed and non-guaranteed values to the Owner upon written request. The illustration will be based on assumptions that the Owner may specify. We may limit the number of illustrations in any Policy Year.

## Part 6. The Death Benefit

The death benefit is the amount of money we will pay when we receive due proof at our Home Office that both Insureds died while the policy was in force. We discuss the death benefit in this Part.

When the first death occurs, we will not pay a death benefit. However, due proof of each Insured's death must be furnished to us at our Home Office when it occurs.

**Amount Of Death Benefit** If both Insureds die while this policy is in force, the death benefit will be the amount of benefit provided by the Death Benefit Option in effect on the date of the second death, reduced by any policy debt outstanding on that date of death and any unpaid premium amount needed to avoid termination under the **Grace Period** and **Termination** provisions in Part 3. The minimum death benefit is discussed in the next provision.

### Death Benefit Option 1 (DBO 1)

The amount of benefit is the greater of:

- The Face Amount in effect on the date of the second death; or
- The Minimum Death Benefit in effect on the date of the second death.

### Death Benefit Option 4 (DBO 4)

The amount of benefit is the greater of:

- The Face Amount in effect on the date of the second death plus the Account Value on that date minus the GDB Premium Account; or
- The Minimum Death Benefit in effect on the date of the second death.

### Changes in the Death Benefit Option

After the first policy year and while both Insureds are living, the Death Benefit Option may be changed from Death Benefit Option 1 to Death benefit Option 4 upon written request. If Death Benefit Option 4 is in effect, it may not be changed to Death Benefit 1 at any time.

A change in the Death Benefit Option will be effective on the monthly charge date that is on or precedes, the date we receive the written request. If the Death Benefit Option is changed, we will send the owner any revised Policy Specifications for attachment to this policy.

### Minimum Death Benefit

The Minimum Death Benefit on any date is equal to the Account Value on that date multiplied by the Death Benefit Factor for the younger Insured's Attained Age on that date. The Death Benefit Factor for each Attained Age is shown in the Policy Specifications.

### When We Pay

The death benefit will be paid within 30 days after the date we receive due proof that both Insureds died and any other requirements necessary for us to make payment, at our Home Office.

**Interest On  
Death Benefit**

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

The annual interest rate used will be no less than the Moody's Corporate Bond Yield Average on the day the claim is received in good order.

**Part 7. Payment Options**

These are optional methods of settlement. These methods provide alternate ways in which payment can be made by us.

**Availability Of  
Options**

All or part of the death benefit or net surrender value may be applied under any payment option. If this policy is assigned, any amount due to the assignee will be paid in one sum. The balance, if any, may be applied under any payment option.

**Minimum Amounts**

If the amount to be applied under any option for any one person is less than \$10,000, we may pay the amount in one sum instead. If the payments under any option come to less than \$100 each, we have the right to make payments at less-frequent intervals.

**Description Of  
Options**

Our regular payment options are Options 1 through 6. They are described in terms of monthly payments. Annual, semiannual, or quarterly payments may be requested instead. The Payment Option Rates tables are shown after Part 8.

**Option 1**

**Installments For A Specified Period.** Equal monthly payments will be made for any period selected, up to 30 years. The amount of each payment depends on the total amount applied, the period selected, and the monthly income rates we are using when the first payment is due. See the Option 1. Installments For A Specified Period table for the minimum monthly income rates.

**Option 2**

**Life Income.** Equal monthly payments will be based on the life of a named person. Payments will continue for the lifetime of that person. Income with or without a minimum payment period may be elected. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named person's age, satisfactory to us, will be required. See the Option 2. Life Income tables for the minimum monthly income rates.

**Option 3**

**Interest.** We will hold any amount applied under this option. Interest on the amount will be paid at an effective annual rate determined by us. This rate will not be less than 3%.

**Option 4**

**Installments Of Specified Amount.** Each payment will be made for an agreed fixed amount. The total amount paid during the first year must be at least 6% of the total amount applied. Interest will be credited each month on the unpaid balance and added to it. This interest will be at an effective annual rate determined by us, but not less than 3%. Payments continue until the balance we hold is reduced to an amount less than the agreed fixed amount. The last payment will be for the balance only.

<b>Option 5</b>	<b>Life Income With Payments Guaranteed For Amount Applied.</b> Equal monthly payments will be based on the life of a named person. Payments will be made until the total amount paid equals the amount applied, and as long thereafter as the named person lives. This benefit may be increased by the <b>Alternate Life Income</b> provision (in this Part). Proof of the named person's age, satisfactory to us, will be required. See the Option 5. Life Income With Payments Guaranteed For Amount Applied tables for the minimum monthly income rates.
<b>Option 6</b>	<b>Joint Life Income With Reduced Payments To Survivor.</b> Monthly payments will be based on the lives of two named persons. Payments at the initial level will continue while both are living or for 10 years if longer. When one dies (but not before the 10 years has elapsed), payments are reduced by one-third and will continue at that level for the lifetime of the other. After the 10 years has elapsed, payments stop when both named persons have died. This benefit may be increased by the <b>Alternate Life Income</b> provision (in this Part). Proof of the named persons' ages, satisfactory to us, will be required. See the Option 6. Joint Life Income With Reduced Payments To Survivor tables for the minimum monthly income rates.
<b>Alternate Life Income</b>	If Option 2, 5, or 6 is elected, the named person(s) can elect to receive an alternate life income instead of receiving income based on the rates shown in the Payment Option Rates tables. The election must be made at the time the income is to begin. The monthly alternate life income will be at least equal to the monthly income provided by a new single premium immediate annuity (first payment immediate), based on our published rates then in use when the payment option is elected. The alternate life income will not be available if we are not offering new single premium immediate annuities at the time of election.
<b>Electing A Payment Option</b>	To elect any payment option, we require a written request. The Owner may elect an option during either Insured's lifetime. If the death benefit is payable in one sum when the second death occurs, the Beneficiary may elect an option with our consent.
<b>Effective Date And Payment Dates</b>	<p>The effective date of a payment option is the date the amount is applied under that option. For a death benefit, this is the date that due proof of the deaths of both Insureds has been received at our Home Office. For the net surrender value, it is the effective date of surrender.</p> <p>The first payment is due on the effective date, except the first payment under Option 3 is due one month later. A later date for the first payment may be requested in the payment option election. All payment dates will fall on the same day of the month as the first one. No payment will become due until a payment date. No part payment will be made for any period shorter than the time between payment dates.</p> <p><b>Example:</b> Monthly payments of \$100 are being made to your son on the 1st of each month. He dies on the 10th. No part payment is due your son or his estate for the period between the 1st and the 10th.</p>
<b>Withdrawals And Changes</b>	If provided in the payment option election, all or part of the unpaid balance under Option 3 or 4 may be withdrawn or applied under any other option.

If the net surrender value is applied under Option 3 or 4, we may delay payment of any withdrawal for up to six months. In this case, interest at the rate in effect for Option 3 during this period will be paid on the amount withdrawn.

**Income Protection**

To the extent permitted by law, each option payment and any withdrawal shall be free from legal process and the claim of any creditor of the person entitled to them. No option payment and no amount held under an option can be taken or assigned in advance of its payment date, unless the Owner's written consent is given before the second death. This consent must be received at our Home Office.

**Other Payment  
Option Rules**

Options for any amount payable to an association, corporation, partnership, or fiduciary are available only with our consent. However, a corporation or partnership may apply any amount payable to it under Option 2, 5, or 6 if the option payments are based on the life or lives of an Insured, an Insured's spouse, any child of an Insured, or any other person agreed to by us.

If a minimum payment period is elected under Options 1, 2, 5, and 6, the effective annual interest rate will not be less than 3%. This does not apply when an alternate life income is elected.

If a minimum payment period is elected, after the first payment is made we may increase the payments to reflect any additional interest earnings determined by us. This does not apply when an alternate life income is elected.

If the income that would be payable under a given payment option is the same for 2 or more periods of time at a given age, we automatically will pay income for the longest period.

**Example:** You choose Option 2. You are 50 years old. The Payment Option Rate (for Option 2) is \$3.64 for 5 years. The Payment Option Rate for 10 years is also \$3.64. We will pay income for at least 10 years, which is the longest period.

## **Part 8. Notes On Our Computations**

This Part covers some technical points about this policy.

**Basis Of  
Computation**

The basis of computation consists of the mortality rates and interest rates we use to determine:

- The minimum net surrender values;
- The maximum monthly insurance charges;
- The minimum rate used to credit interest on the Account Value of the policy; and
- The minimum payments under payment Options 2, 5, and 6.

The mortality rates for the minimum net surrender values and for the maximum monthly insurance charges are shown in each Table Of Maximum Monthly Insurance Charges. The Minimum Annual Interest Rate is shown in the Policy Specifications. The mortality tables specified apply to amounts in a standard risk classification.

Appropriate modifications are made to these tables for any amount that is not in a standard risk classification.

In computing the minimum payments under payment Options 2, 5, and 6, we use mortality rates from the 1983 Table "a" with Projection G for 32 years. The interest rate used is an annual rate of 3%.

**Method Of  
Computing Values**

When required by the state where this policy was delivered, we filed a detailed statement of the method we use to compute the policy benefits and values. These benefits and values are not less than those required by the laws of that state.

OPTION 1. INSTALLMENTS FOR A SPECIFIED PERIOD - PAYMENT OPTION RATES	
MONTHLY INCOME PER \$1,000 OF AMOUNT APPLIED	
Years	Monthly Income
1	\$ 84.47
2	42.86
3	28.99
4	22.06
5	17.91
6	15.14
7	13.16
8	11.68
9	10.53
10	9.61
11	8.86
12	8.24
13	7.71
14	7.26
15	6.87
16	6.53
17	6.23
18	5.96
19	5.73
20	5.51
21	5.32
22	5.15
23	4.99
24	4.84
25	4.71
26	4.59
27	4.47
28	4.37
29	4.27
30	4.18

The first income payment is payable on the effective date of this Option.

**OPTION 2. LIFE INCOME - PAYMENT OPTION RATES**  
**OPTION 5. LIFE INCOME WITH PAYMENTS GUARANTEED FOR AMOUNT**  
**APPLIED - PAYMENT OPTION RATES**

**MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED**  
**MALE**

AGE*	LIFE ONLY	5 YEARS MINIMUM	10 YEARS MINIMUM	20 YEARS MINIMUM	AMOUNT APPLIED
50	\$3.94	\$3.93	\$3.91	\$3.84	\$3.82
51	4.00	3.99	3.97	3.89	3.87
52	4.07	4.06	4.04	3.94	3.93
53	4.14	4.13	4.10	4.00	3.98
54	4.21	4.20	4.17	4.06	4.05
55	4.29	4.28	4.25	4.11	4.11
56	4.37	4.36	4.32	4.17	4.17
57	4.45	4.44	4.40	4.23	4.24
58	4.54	4.53	4.49	4.30	4.32
59	4.64	4.63	4.58	4.36	4.39
60	4.75	4.73	4.67	4.42	4.47
61	4.86	4.84	4.77	4.49	4.55
62	4.97	4.95	4.88	4.56	4.64
63	5.10	5.07	4.99	4.62	4.73
64	5.23	5.20	5.11	4.69	4.83
65	5.38	5.34	5.23	4.75	4.93
66	5.53	5.49	5.36	4.82	5.04
67	5.69	5.64	5.49	4.88	5.15
68	5.87	5.81	5.63	4.94	5.27
69	6.05	5.98	5.77	5.00	5.39
70	6.25	6.17	5.92	5.06	5.52
71	6.46	6.36	6.07	5.11	5.66
72	6.68	6.56	6.23	5.16	5.80
73	6.91	6.78	6.39	5.21	5.95
74	7.16	7.00	6.56	5.25	6.10
75	7.43	7.24	6.73	5.29	6.27
76	7.71	7.50	6.90	5.33	6.44
77	8.02	7.76	7.07	5.36	6.63
78	8.35	8.04	7.25	5.39	6.82
79	8.70	8.33	7.42	5.41	7.02
80	9.07	8.64	7.60	5.43	7.23
81	9.47	8.96	7.77	5.45	7.46
82	9.89	9.29	7.94	5.46	7.69
83	10.35	9.64	8.10	5.48	7.93
84	10.83	10.00	8.26	5.48	8.19
85	11.35	10.37	8.41	5.49	8.46

Rates for other ages are available upon request.

\*Age on birthday nearest the due date of the first payment.

The first income payment is payable on the effective date of this Option.

**OPTION 2. LIFE INCOME - PAYMENT OPTION RATES**  
**OPTION 5. LIFE INCOME WITH PAYMENTS GUARANTEED FOR AMOUNT**  
**APPLIED - PAYMENT OPTION RATES**

**MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED**  
**FEMALE**

AGE*	LIFE ONLY	5 YEARS MINIMUM	10 YEARS MINIMUM	20 YEARS MINIMUM	AMOUNT APPLIED
50	\$3.64	\$3.64	\$3.63	\$3.60	\$3.58
51	3.69	3.69	3.68	3.63	3.63
52	3.74	3.74	3.73	3.69	3.67
53	3.80	3.80	3.79	3.74	3.72
54	3.86	3.85	3.84	3.79	3.77
55	3.92	3.91	3.90	3.84	3.83
56	3.98	3.98	3.96	3.90	3.88
57	4.05	4.04	4.03	3.95	3.94
58	4.12	4.12	4.10	4.01	4.00
59	4.20	4.19	4.17	4.07	4.07
60	4.28	4.27	4.25	4.14	4.13
61	4.36	4.36	4.33	4.20	4.20
62	4.45	4.45	4.42	4.27	4.28
63	4.55	4.54	4.51	4.34	4.36
64	4.65	4.64	4.60	4.41	4.44
65	4.76	4.75	4.70	4.48	4.53
66	4.88	4.86	4.81	4.55	4.62
67	5.00	4.99	4.92	4.62	4.71
68	5.14	5.12	5.04	4.69	4.82
69	5.28	5.26	5.17	4.76	4.92
70	5.44	5.41	5.30	4.83	5.04
71	5.60	5.57	5.45	4.90	5.16
72	5.78	5.74	5.59	4.97	5.28
73	5.97	5.92	5.75	5.03	5.42
74	6.18	6.12	5.91	5.09	5.56
75	6.40	6.33	6.08	5.15	5.71
76	6.64	6.55	6.26	5.20	5.87
77	6.90	6.79	6.44	5.25	6.04
78	7.18	7.04	6.63	5.29	6.21
79	7.48	7.31	6.82	5.33	6.40
80	7.80	7.60	7.01	5.36	6.59
81	8.14	7.90	7.21	5.39	6.80
82	8.52	8.22	7.40	5.41	7.01
83	8.92	8.56	7.60	5.43	7.24
84	9.36	8.92	7.78	5.45	7.48
85	9.83	9.29	7.96	5.47	7.73

Rates for other ages are available upon request.

\*Age on birthday nearest the due date of the first payment.

The first income payment is payable on the effective date of this Option.

**OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS  
TO SURVIVOR - PAYMENT OPTION RATES**

**MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED  
MALE & FEMALE**

MALE AGE*	FEMALE IS YOUNGER THAN MALE BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
55	\$3.63	\$3.65	\$3.68	\$3.70	\$3.73	\$3.76	\$3.79	\$3.82	\$3.85	\$3.88
56	3.67	3.70	3.73	3.75	3.78	3.81	3.84	3.87	3.90	3.94
57	3.72	3.75	3.78	3.81	3.84	3.87	3.90	3.93	3.97	4.00
58	3.77	3.80	3.83	3.86	3.89	3.93	3.96	4.00	4.03	4.07
59	3.83	3.86	3.89	3.92	3.96	3.99	4.03	4.06	4.10	4.14
60	3.88	3.92	3.95	3.98	4.02	4.06	4.09	4.13	4.17	4.21
61	3.94	3.98	4.01	4.05	4.09	4.13	4.16	4.21	4.25	4.29
62	4.01	4.04	4.08	4.12	4.16	4.20	4.24	4.28	4.33	4.37
63	4.07	4.11	4.15	4.19	4.23	4.28	4.32	4.37	4.41	4.46
64	4.14	4.18	4.22	4.27	4.31	4.36	4.40	4.45	4.50	4.55
65	4.21	4.26	4.30	4.35	4.39	4.44	4.49	4.54	4.60	4.65
66	4.29	4.33	4.38	4.43	4.48	4.53	4.58	4.64	4.69	4.75
67	4.37	4.42	4.47	4.52	4.57	4.63	4.68	4.74	4.80	4.86
68	4.45	4.50	4.56	4.61	4.67	4.73	4.79	4.85	4.91	4.97
69	4.54	4.59	4.65	4.71	4.77	4.83	4.89	4.96	5.03	5.09
70	4.63	4.69	4.75	4.81	4.87	4.94	5.01	5.08	5.15	5.22
71	4.73	4.79	4.85	4.92	4.99	5.06	5.13	5.20	5.28	5.35
72	4.83	4.89	4.96	5.03	5.10	5.18	5.25	5.33	5.41	5.49
73	4.93	5.00	5.07	5.15	5.23	5.30	5.38	5.47	5.55	5.64
74	5.04	5.12	5.19	5.27	5.35	5.44	5.52	5.61	5.70	5.79
75	5.16	5.24	5.32	5.40	5.49	5.58	5.67	5.76	5.85	5.95
76	5.28	5.36	5.45	5.54	5.63	5.72	5.82	5.92	6.02	6.12
77	5.41	5.50	5.59	5.68	5.78	5.88	5.98	6.08	6.18	6.29
78	5.54	5.63	5.73	5.83	5.93	6.04	6.14	6.25	6.36	6.46
79	5.68	5.78	5.88	5.98	6.09	6.20	6.31	6.42	6.53	6.65
80	5.82	5.93	6.04	6.15	6.26	6.37	6.49	6.60	6.72	6.83
81	5.97	6.08	6.20	6.31	6.43	6.55	6.67	6.79	6.90	7.02
82	6.13	6.25	6.36	6.48	6.61	6.73	6.85	6.97	7.09	7.21
83	6.29	6.41	6.53	6.66	6.79	6.91	7.04	7.16	7.28	7.40
84	6.46	6.58	6.71	6.84	6.97	7.10	7.23	7.35	7.47	7.59
85	6.63	6.76	6.89	7.02	7.15	7.29	7.41	7.54	7.66	7.78

Rates for other ages are available upon request.

\*Age on birthday nearest the due date of the first payment.

The first income payment is payable on the effective date of this Option.

**OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS  
TO SURVIVOR - PAYMENT OPTION RATES**

**MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED  
MALE & FEMALE**

MALE AGE*	FEMALE IS OLDER THAN MALE BY:					
	SAME AGE	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
55	\$3.91	\$3.94	\$3.97	\$4.01	\$4.04	\$4.08
56	3.97	4.00	4.04	4.07	4.11	4.15
57	4.04	4.07	4.11	4.15	4.18	4.22
58	4.10	4.14	4.18	4.22	4.26	4.30
59	4.18	4.22	4.26	4.30	4.34	4.39
60	4.25	4.30	4.34	4.38	4.43	4.47
61	4.33	4.38	4.42	4.47	4.52	4.57
62	4.42	4.47	4.52	4.57	4.62	4.67
63	4.51	4.56	4.61	4.66	4.72	4.77
64	4.60	4.66	4.71	4.77	4.83	4.88
65	4.71	4.76	4.82	4.88	4.94	5.00
66	4.81	4.87	4.93	4.99	5.06	5.12
67	4.92	4.99	5.05	5.12	5.18	5.25
68	5.04	5.11	5.18	5.25	5.32	5.39
69	5.16	5.24	5.31	5.38	5.46	5.53
70	5.29	5.37	5.45	5.52	5.60	5.68
71	5.43	5.51	5.59	5.67	5.76	5.84
72	5.58	5.66	5.74	5.83	5.91	6.00
73	5.73	5.81	5.90	5.99	6.08	6.17
74	5.88	5.97	6.07	6.16	6.25	6.34
75	6.05	6.14	6.24	6.33	6.43	6.52
76	6.21	6.31	6.41	6.51	6.61	6.70
77	6.39	6.49	6.59	6.69	6.79	6.89
78	6.57	6.68	6.78	6.88	6.98	7.07
79	6.76	6.86	6.97	7.07	7.17	7.26
80	6.94	7.05	7.16	7.26	7.36	7.45
81	7.13	7.25	7.35	7.45	7.55	7.63
82	7.33	7.44	7.54	7.64	7.73	7.82
83	7.52	7.62	7.73	7.82	7.91	7.99
84	7.70	7.81	7.91	8.00	8.08	8.16
85	7.88	7.99	8.08	8.17	8.25	8.32

Rates for other ages are available upon request.

\*Age on birthday nearest the due date of the first payment.

The first income payment is payable on the effective date of this Option.

**OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS  
TO SURVIVOR - PAYMENT OPTION RATES**

**MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED  
MALE1 & MALE2**

MALE1 AGE*	MALE2 IS YOUNGER THAN MALE1 BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
60	\$4.06	\$4.09	\$4.13	\$4.17	\$4.20	\$4.24	\$4.28	\$4.33	\$4.37	\$4.41
61	4.12	4.16	4.20	4.24	4.28	4.32	4.36	4.41	4.45	4.50
62	4.20	4.24	4.28	4.32	4.36	4.41	4.45	4.50	4.54	4.59
63	4.27	4.31	4.36	4.40	4.45	4.49	4.54	4.59	4.64	4.69
64	4.35	4.39	4.44	4.49	4.53	4.58	4.63	4.69	4.74	4.79
65	4.43	4.48	4.53	4.58	4.63	4.68	4.73	4.79	4.84	4.90
66	4.52	4.57	4.62	4.67	4.73	4.78	4.84	4.90	4.95	5.01
67	4.61	4.66	4.72	4.77	4.83	4.89	4.95	5.01	5.07	5.13
68	4.71	4.76	4.82	4.88	4.94	5.00	5.06	5.13	5.19	5.26
69	4.81	4.87	4.93	4.99	5.05	5.12	5.19	5.25	5.32	5.39
70	4.91	4.98	5.04	5.11	5.17	5.24	5.31	5.38	5.46	5.53
71	5.02	5.09	5.16	5.23	5.30	5.37	5.45	5.52	5.59	5.67
72	5.14	5.21	5.28	5.36	5.43	5.51	5.58	5.66	5.74	5.82
73	5.26	5.33	5.41	5.49	5.57	5.65	5.73	5.81	5.89	5.97
74	5.39	5.47	5.55	5.63	5.71	5.79	5.88	5.96	6.04	6.13
75	5.52	5.60	5.69	5.77	5.86	5.95	6.03	6.12	6.21	6.29

MALE1 AGE*	MALE2 IS OLDER THAN MALE1 BY:					
	SAME AGE	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
60	\$4.45	\$4.50	\$4.54	\$4.59	\$4.63	\$4.68
61	4.54	4.59	4.64	4.69	4.73	4.78
62	4.64	4.69	4.74	4.79	4.84	4.89
63	4.74	4.79	4.84	4.90	4.95	5.00
64	4.85	4.90	4.95	5.01	5.06	5.12
65	4.96	5.01	5.07	5.13	5.19	5.24
66	5.07	5.13	5.19	5.25	5.31	5.37
67	5.20	5.26	5.32	5.38	5.45	5.51
68	5.32	5.39	5.46	5.52	5.58	5.65
69	5.46	5.53	5.59	5.66	5.73	5.79
70	5.60	5.67	5.74	5.81	5.88	5.95
71	5.74	5.82	5.89	5.96	6.03	6.10
72	5.89	5.97	6.04	6.12	6.19	6.26
73	6.05	6.13	6.21	6.28	6.36	6.43
74	6.21	6.29	6.37	6.45	6.53	6.60
75	6.38	6.46	6.54	6.62	6.70	6.77

Rates for other ages are available upon request.

\*Age on birthday nearest the due date of the first payment.

The first income payment is payable on the effective date of this Option.

**OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS  
TO SURVIVOR - PAYMENT OPTION RATES**

**MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED  
FEMALE1 & FEMALE2**

FEMALE1 AGE*	FEMALE2 IS YOUNGER THAN FEMALE1 BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
60	\$3.76	\$3.79	\$3.82	\$3.85	\$3.88	\$3.91	\$3.95	\$3.98	\$4.01	\$4.05
61	3.82	3.85	3.88	3.91	3.94	3.98	4.01	4.05	4.08	4.12
62	3.88	3.91	3.94	3.98	4.01	4.05	4.08	4.12	4.16	4.20
63	3.94	3.97	4.01	4.04	4.08	4.12	4.16	4.19	4.23	4.28
64	4.00	4.04	4.07	4.11	4.15	4.19	4.23	4.27	4.32	4.36
65	4.07	4.11	4.15	4.19	4.23	4.27	4.31	4.36	4.40	4.45
66	4.14	4.18	4.22	4.27	4.31	4.35	4.40	4.45	4.50	4.54
67	4.22	4.26	4.30	4.35	4.40	4.44	4.49	4.54	4.59	4.64
68	4.30	4.34	4.39	4.44	4.49	4.54	4.59	4.64	4.70	4.75
69	4.38	4.43	4.48	4.53	4.58	4.64	4.69	4.75	4.80	4.86
70	4.47	4.52	4.57	4.63	4.68	4.74	4.80	4.86	4.92	4.98
71	4.56	4.62	4.67	4.73	4.79	4.85	4.91	4.98	5.04	5.11
72	4.66	4.72	4.78	4.84	4.91	4.97	5.04	5.10	5.17	5.24
73	4.77	4.83	4.89	4.96	5.03	5.09	5.16	5.24	5.31	5.38
74	4.88	4.94	5.01	5.08	5.15	5.23	5.30	5.38	5.45	5.53
75	4.99	5.06	5.14	5.21	5.29	5.36	5.44	5.52	5.60	5.69

FEMALE1 AGE*	FEMALE2 IS OLDER THAN FEMALE1 BY:					
	SAME AGE	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
60	\$4.08	\$4.12	\$4.16	\$4.19	\$4.23	\$4.27
61	4.16	4.20	4.23	4.27	4.31	4.35
62	4.24	4.28	4.32	4.36	4.40	4.44
63	4.32	4.36	4.40	4.45	4.49	4.54
64	4.40	4.45	4.50	4.54	4.59	4.64
65	4.50	4.54	4.59	4.64	4.69	4.74
66	4.59	4.64	4.70	4.75	4.80	4.85
67	4.70	4.75	4.80	4.86	4.91	4.97
68	4.81	4.86	4.92	4.98	5.04	5.09
69	4.92	4.98	5.04	5.10	5.16	5.23
70	5.04	5.11	5.17	5.24	5.30	5.36
71	5.17	5.24	5.31	5.38	5.44	5.51
72	5.31	5.38	5.45	5.52	5.59	5.66
73	5.46	5.53	5.60	5.68	5.75	5.82
74	5.61	5.69	5.76	5.84	5.92	5.99
75	5.77	5.88	5.93	6.01	6.09	6.16

Rates for other ages are available upon request.

\*Age on birthday nearest the due date of the first payment.

The first income payment is payable on the effective date of this Option.

## Substitute Of Insureds Rider

This rider provides the right to substitute a new insured in place of one of the current Insureds under this policy. We discuss this rider, and the rules that apply to it, in the provisions that follow.

### Rider Part Of Policy

This rider is made a part of this policy. All the provisions of this policy apply to this rider, except for those that are inconsistent with this rider. This rider is in force as of the day the policy becomes in force.

### Rider Benefit

This policy may be changed to insure the life of a substitute insured in place of one of the current Insureds. The change is subject to the provisions of this rider.

### Requirements To Substitute Insured

To make the substitution of an insured, all of the following conditions must be met as of the Date of Substitution:

1. This policy and rider must be in force; and
2. The Owner of this policy must have an insurable interest in the life of the substitute insured and the remaining current Insured; and
3. The substitute insured must have been born on or before the Policy Date; and
4. The substitute insured must not be over 90 years of age on the birthday nearest the Date of Substitution; and
5. The age of the substitute insured on the birthday nearest the Policy Date must not be less than the minimum age, or greater than the maximum age, allowed by us for this policy on the Policy Date.

Before the substitution can become effective, we require:

- A written application for substitution, received by us at our Home Office;
- Evidence of insurability of the substitute insured that is satisfactory to us; and
- Payment to us of any premium required to avoid termination under the **Grace Period** and **Termination** provisions of this policy; and
- Payment of a fee of \$75.

### Date Of Substitution

The Date of Substitution will be the Monthly Charge Date that is on, or precedes, the later of:

- The date we approve the application for substitution; and
- The date we receive at our Home Office any premium required to avoid termination of this policy.

**Example:** The Monthly Charge Date is the 10th of each month. We approve the application for substitution on May 5, 2021. A premium payment is required to avoid termination, and we receive it on May 15, 2021. The Date of Substitution will be May 10, 2021.

The insurance under this policy on the current Insureds will continue to, but not including, the Date of Substitution.

**The Policy After Substitution**

The insurance under this policy on the substitute insured will become effective on the Date of Substitution. Any riders in force under this policy on the day before the Date of Substitution may be continued under the policy after the substitution only with our consent. Otherwise, they will be cancelled on the Date of Substitution.

After the substitution, the policy will be modified to show that the contestable and suicide periods for this policy and any riders, as they apply to the substitute insured, will be measured from the Date of Substitution. Also, the contestability and suicide provisions of the policy will be modified to state that our liability in either case will be limited to:

- The Account Value of this policy on the day before the Date of Substitution; plus
- The amount of any premiums paid on and after the Date of Substitution; minus
- Any amounts withdrawn on and after the Date of Substitution; and minus
- Any policy debt.

All monthly charges and other values on and after the Date of Substitution will be based on the life and risk class of the substitute insured and the remaining current Insured.

After the substitution, the Face Amount of the policy cannot be less than our published minimum amount on the Date of Substitution. After the substitution, the policy will produce the same reserve as the policy on the day before the Date of Substitution.

Any assignment of this policy in effect just before a substitution under this rider will continue to apply on the Date of Substitution. The rights of the Owner and any Beneficiary under this policy will be subject to the assignment.

**Termination Of This Rider**

This rider will continue in force to, until the time any of the following occurs:

- The Policy Anniversary Date on which the Attained Age of the current Insured becomes 75; or
- The Date Of Substitution under the terms of this rider; or
- Exchange of this policy under the Policy Split Option Rider; or
- Death of the first Insured to die; or
- Change of this policy to a different policy under which this rider is not available; or
- Termination of this policy for any other reason.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



PRESIDENT



SECRETARY

## Policy Split Option Rider

This rider provides the right to exchange this policy for two new policies, one on the life of each Insured, if certain conditions are met. We discuss this rider, and the rules that apply to it, in the provisions that follow.

### Rider Part Of Policy

This rider is made a part of this policy. This rider is in force as of the day the policy becomes in force. All the provisions of this policy apply to this rider, except for those that are inconsistent with this rider.

### Rider Benefit

Subject to the provisions of this rider, this policy may be exchanged for two new life insurance policies, one on the life of each Insured. This right to exchange will be available for the six-month period beginning on:

1. The date six months after the effective date of a final decree of divorce, issued by a court of competent jurisdiction, ending the Insureds' marriage to each other, if the decree:
  - First becomes effective at least one year after the policy Issue Date; and
  - Remains in effect during the entire six-month period after it first becomes effective; or
2. The date that either:
  - Section 2056 of the Internal Revenue Code (I.R.C.) is nullified or amended to eliminate or reduce the Insureds' federal estate tax marital deduction; or
  - The maximum federal estate tax rate given in I.R.C. Section 2001 is reduced to a rate no more than one-half the rate in effect on the Issue Date of this policy; or
3. If this policy is owned by a corporation or partnership, the effective date that the corporation or partnership dissolves.

For the I.R.C. changes discussed in item 2 above, the six-month period will begin on the effective date of the change or, if later, the date the change is signed into law.

### Policy Split Method

The face amount of each new policy will be one-half the Face Amount of this policy at the time of the split.

The policy date of each new policy will be the Date of Exchange (discussed later in this rider). The issue age for each new policy will be the age of that policy's Insured on their birthday nearest the policy date. For each new policy, the risk class will be the one we deem comparable to the highest risk class for that Insured under this policy. Each new policy may include benefit riders comparable to any included with this policy only with our consent.

The policy split option is allowed under either of two plans, described below in this provision. Each new policy may be issued under either plan.

**Plan 1 - Fixed Premium Permanent Life Policy.** The new policy will be a fixed premium permanent life insurance policy offered for the Insured on the Date of Exchange by us. All premiums, rates, and other values will be based on the policy date of the new policy and the life and risk class of the policy Insured.

**Plan 2 - Flexible Premium Adjustable Life Policy.** The new policy will be a flexible premium adjustable life insurance policy offered for the Insured on the Date of Exchange by us. The death benefit option will be the same as for this policy. However, if the Death Benefit Option for this policy in effect on the day before the Date of Exchange is not available on the new policy, the death benefit option on the new policy will be the available one that we determine to be closest to the one on this policy. All premiums, monthly charges, and surrender charges will be based on the policy date of the new policy and the life and risk class of the policy Insured.

Payment of the first premium for each new policy is required before the exchange can be completed. If this policy has any net surrender value, it will be applied to reduce the premiums for the first year under the new policies. Any net surrender value not needed for this purpose will be paid in cash when the exchange is complete.

**Date Of Exchange**

The Date of Exchange will be the Monthly Charge Date that is on, or precedes, the later of:

- The date we approve both applications for exchange; and
- The date we have received, at our Home Office, the first premiums due under both new policies.

**Example:** The Monthly Charge Date is the 10th of each month. We approve the applications for exchange on May 5, 20X8. The first premiums for the new policies are paid on May 15, 20X8. The Date of Exchange will be May 10, 20X8.

This policy will continue in force to, but not including, the Date of Exchange.

**Requirements For Exchange**

To make an exchange, all of the following conditions must be met as of the Date of Exchange:

1. This policy and rider are in force; and
2. Both Insureds are living; and
3. For each new policy, the Owner of that policy must have an insurable interest in the life of the Insured; and
4. The Attained Age of each Insured is lower than 85; and
5. The face amount and premium for each new policy must meet our published minimum limits; and
6. The highest risk class under this policy for each Insured must not be higher than the highest risk class available under the new policy for that Insured. If we determine that the highest risk class of any coverage under this policy for either Insured is higher than the highest risk class available under the new policy for that Insured, exchange under this rider will not be allowed.

Before the exchange can become effective, we require:

1. For each new policy, a written application for exchange, received by us at our Home Office; and
2. Evidence, satisfactory to us, that both Insureds are living and that the Owner of each new policy has an insurable interest in the life of the Insured under the policy; and
3. Evidence, satisfactory to us, of:
  - Divorce of the Insureds, if that is the reason for the exchange; or
  - Dissolution of the corporation or partnership owning this policy, if that is the reason for the exchange; and
4. Payment to us of the first premium due under both new policies; and
5. Payment of a fee of \$100.

No other evidence of insurability will be required.

**The New Policies**

Insurance under each new policy will be effective as of the Date of Exchange.

After exchange, each new policy will be considered to have been issued as of its policy date. However, it will be modified to show that the contestable and suicide periods will be measured from the date(s) applicable under this policy. Each new policy for an Insured will be subject to any limitations of risk with respect to that Insured under this policy and subject to any assignments outstanding against this policy.

**Termination Of This Rider**

This rider will continue in force until the time any of the following occurs:

- The Policy Anniversary Date on which the Attained Age of the older Insured becomes 85; or
- Death of the first Insured to die; or
- Exchange of this policy for two new policies under the terms of this rider; or
- Change of this policy to a different policy under which this rider is not available; or
- Termination of this policy for any other reason.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



PRESIDENT



SECRETARY

## **Accelerated Death Benefit Rider For Terminal Illness**

This rider provides that an accelerated death benefit payment may be made under this policy. We discuss this rider, and the rules that apply to it, in the provisions that follow.

**Benefits payable under this rider may be taxable. The Owner should seek tax advice prior to requesting an accelerated death benefit payment.**

**An accelerated death benefit payment will not be allowed if the Owner 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.**

**Rider Benefit**                      Subject to the terms of this rider, an accelerated death benefit will be paid to the Owner upon request once we receive proof that the surviving Insured has a terminal illness.

### **Accelerated Benefit Payment**

In this section, we discuss payment of the accelerated death benefit and the amounts used in determining the amount of the payment.

**Eligible Amount**                      The Eligible Amount is the amount of death benefit under this policy that can be considered for acceleration. It will be determined as of the Acceleration Date. This Amount includes the following as of that Date:

1. The amount equal to the excess of:
  - a. The death benefit payable under the base policy upon the second death; over
  - b. The account value; and
2. The amount payable upon the second death under any survivorship life insurance rider included with this policy, if that rider provides level or increasing coverage on the lives of the policy Insureds for at least two years after the Acceleration Date.

The Eligible Amount does not include:

1. The amount payable upon the second death under any survivorship life insurance rider that does not provide level or increasing coverage on the lives of the policy Insureds for at least two years after the Acceleration Date; or
2. The amount of any insurance provided under this policy on the life of someone other than the surviving Insured under the policy.

**Amount To Be Accelerated**

Subject to the terms of this rider, the Owner may accelerate any portion of the Eligible Amount up to the maximum limit. The maximum amount to be accelerated is equal to the lesser of:

- 75% of the Eligible Amount; and
- \$250,000.

We reserve the right to impose a minimum limit on the amount to be accelerated; if we do so, this limit will not exceed \$25,000.

**Amount Of Payment**

The amount of payment under this rider will be computed based on the amount to be accelerated less:

- A fee of not more than \$100; and
- The current variable loan interest rate in effect for the policy. A 12 month discount will apply to the annual interest rate.

If required, a detailed statement of the method we use to compute the amount of the accelerated benefit payment has been filed with the insurance department of the state where this policy was delivered.

**How We Pay**

Payment of the accelerated benefit will be made to the Owner in a lump sum. However, we will not make the payment if we first receive due proof of the deaths of both Insureds; in this case, we will instead pay the death benefit as if no request had been received under this rider.

**Effect On Policy**

After the accelerated benefit payment is made, this policy will remain in force. Premiums and charges will continue in accordance with the policy provisions.

A lien will be established against this policy. The amount of the lien will be equal to the amount to be accelerated under this rider. Interest will not be charged on the lien. The Owner may not voluntarily repay all or any portion of the lien. However, the amount of the lien will be deducted from the amount of payment under this policy upon the second death.

**Other Definitions And Requirements**

**Acceleration Date**

The Acceleration Date is the first date on which all the requirements for acceleration, except any confirming examination that we may require, have been met. Our right to require a confirming examination is discussed below in the **Proof Of Terminal Illness** provision.

**Requirements For Acceleration**

Before the accelerated benefit can be paid, all of the following requirements must be met:

1. We must receive at our Administrative Office:
  - a. The Owner's written request for payment of an accelerated death benefit under this policy;

- b. Due proof of death of the first Insured to die;
  - c. The surviving Insured's written authorization to release medical records to us; and
  - d. The written consent to this request of any assignee and any Irrevocable Beneficiary under this policy.
2. We must receive proof, satisfactory to us, that the surviving Insured has a terminal illness.

**Terminal Illness**

As used in this rider, "terminal illness" is a medical condition that:

- Is first diagnosed by a legally qualified physician after the Issue Date of this policy; and
- With reasonable medical certainty, will result in the death of the surviving Insured within 12 months after the date the legally qualified physician certifies the diagnosis; and
- Is not curable by any means available to the medical profession.

**Proof Of Terminal Illness**

Proof of terminal illness is written certification, satisfactory to us, that a legally qualified physician has diagnosed the surviving Insured as having a terminal illness. To establish this proof, we reserve the right to require that the diagnosis be confirmed with examination of the surviving Insured, at our expense, by a physician of our choice. This "confirming examination" may include any x-rays, blood tests, and other procedures that are reasonable and necessary to determine whether the surviving Insured has a terminal illness. To be acceptable to us, the confirming examination must be completed within 90 days after the date we notify the Owner of this requirement.

**Legally Qualified Physician**

As used with this rider, a "legally qualified physician" is a person who is licensed by the state in which he or she practices to give advice or treatment for the terminal illness and who is acting within the scope of that license. A legally qualified physician must be someone other than the Owner or the surviving Insured, or a spouse, mother-in-law, father-in-law, stepparent, or natural or adoptive brother, sister, parent, grandparent, or child of the Owner or either Insured.

**General Provisions**

**Rider Part Of This Policy**

This rider is made a part of this policy as of its Rider Issue Date. All the provisions of this policy apply to this rider, except for those that are not consistent with this rider. This rider is in force from its Rider Issue Date or, if later, the date the first premium under this policy is paid. There are no monthly charges for this rider.

**Termination Of This Rider** This rider will end automatically on the date:

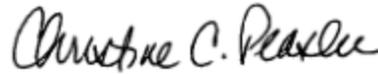
- An accelerated benefit payment is made; or
- This policy terminates for any reason; or
- This policy matures; or
- This policy is changed to a different policy on which this rider is not available; or
- Two years before coverage under this policy is scheduled to terminate.

**Cancellation Of This Rider** This rider may be cancelled by the Owner's written request.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



PRESIDENT



SECRETARY

## ENDORSEMENT

### Adjustment To Surrender Charges

Subject to the conditions set forth below, we will waive any surrender charges that apply to this policy.

The surrender charges will be waived if the Owner exchanges this policy for a whole life, universal life, or variable life insurance policy that we make available for such an exchange. The policy must be offered by us or one of our affiliates and all of the following conditions must be met:

1. On the date of the exchange, the net surrender value of the new policy must be less than or equal to the value available for a surrender under this policy;
2. A written application and evidence of insurability satisfactory to us is required for the new policy;
3. The face amount of the new policy must be equal to or greater than the face (or specified) amount of this policy;
4. A variable life insurance policy may not be exchanged for another variable life insurance policy;
5. The entire value of this policy must be exchanged for the new policy; and
6. We reserve the right to require the repayment of any loans and loan interest.

If the Owner exchanges a variable life insurance policy for a non-variable life insurance policy, the entire value of this policy will first be transferred to the Money Market division of this policy. Without any interruption of coverage, we will move the entire value of this policy from the Money Market division to the new policy. If the Owner chooses to terminate the non-variable life insurance policy during the Right to Return time period, we will restore the entire value to the original variable life insurance policy. In this case, we will deposit the entire value into the Money Market division until the Owner:

1. Signs and submits a transfer form In Good Order to our Administrative Office instructing us to move the funds to other divisions of the Separate Account or the Guaranteed Principal Account;
2. Requests the surrender of this policy under its original terms; or
3. Elects to exchange this policy under the terms set forth in this endorsement again.

If the Owner exchanges a non-variable life insurance policy for a variable insurance policy, the entire value of this policy will be allocated according to the terms of the new policy. If the Owner chooses to return the policy during the Right To Return time period, we will restore the entire value to this policy as if the exchange had never occurred.

If the Owner exchanges a non-variable life insurance policy for another non-variable insurance policy and then chooses to return the policy during the Right To Return time period, we will restore the entire value to this policy as if the exchange had never occurred.

Coverage under the current policy will terminate at midnight the night before the new policy becomes effective. At no point in time will an insured be covered under both policies at once.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

  
SECRETARY

Policy# 15665562



To the Company as defined below:  
 Massachusetts Mutual Life Insurance Company  
1295 State Street, Springfield, Massachusetts 01111-0001  
 Life Insurance Company  
100 Bright Meadow Boulevard, Enfield, Connecticut 06082

**Application Part 1**  
For:  New Business  
 Term Conversion  
 Insurability Option

**(A) Proposed Insured(s)** COMPLETE THIS SECTION FOR ALL CASES

**Primary Insured - Insured 1**

1. Sex  Male  Female  
2. Full Legal Name (First, Middle, Last, Suffix)  
Jeffrey Kogan  
3. Marital Status  Married  Single  Divorced  Widowed  
4. DOB 4/28/53 Birthplace NY  
5. US Social Security #/Tax ID [Redacted]  
6. US Driver's License # 759 336 096  
State NY Expiration Date 4/26/12  
If none, type of government-issued photo ID \_\_\_\_\_  
State/Country of issue \_\_\_\_\_  
ID# \_\_\_\_\_ Expiration Date \_\_\_\_\_

7. Citizenship  US Citizen, Resident  US Citizen, Non-Resident  
 Alien, Resident  Alien, Non-Resident  
Non-US Citizens provide:  
Type of Visa \_\_\_\_\_  
Country of Citizenship \_\_\_\_\_  
8. Telephone #'s Home (\_\_\_\_) \_\_\_\_\_  
Work (917) 750-3901 Cell (\_\_\_\_) \_\_\_\_\_  
Best time to call \_\_\_\_\_  am  pm at  H  W  C  
9. Email address \_\_\_\_\_  
10. Residential Address (#, Street, Apt. #, City, State/Country, Zip/Postal Code)  
420 East 54th  
New York, NY [Redacted] 2  
11. Mailing Address (if different from Q. #10)  
\_\_\_\_\_  
\_\_\_\_\_

**Secondary Insured - Insured 2**

For:  Survivorship  Other Insured Rider (Other)  Applicant's Waiver of Premium Rider (Payer)

12. Sex  Male  Female  
13. Full Legal Name (First, Middle, Last, Suffix)  
Faith M. Kogan  
14. Marital Status  Married  Single  Divorced  Widowed  
15. DOB 12-18-57 Birthplace NY  
16. US Social Security #/Tax ID [Redacted]  
17. US Driver's License # 1030 62151  
State NY Expiration Date 12/18/11  
If none, type of government-issued photo ID \_\_\_\_\_  
State/Country of issue \_\_\_\_\_  
ID# \_\_\_\_\_ Expiration Date \_\_\_\_\_

18. Citizenship  US Citizen, Resident  US Citizen, Non-Resident  
 Alien, Resident  Alien, Non-Resident  
Non-US Citizens provide:  
Type of Visa \_\_\_\_\_  
Country of Citizenship \_\_\_\_\_  
19. Telephone #'s Home (\_\_\_\_) \_\_\_\_\_  
Work (917) 925-5000 Cell (\_\_\_\_) \_\_\_\_\_  
Best time to call \_\_\_\_\_  am  pm at  H  W  C  
20. Email address \_\_\_\_\_  
21. Residential Address (#, Street, Apt. #, City, State/Country, Zip/Postal Code)  
420 East 54th St.  
New York, NY [Redacted] 10022  
22. Mailing Address (if different from Q. #21)  
\_\_\_\_\_  
\_\_\_\_\_

**B Policy Information**

COMPLETE THIS SECTION FOR ALL CASES

▶ Whole Life

- 1. Plan \_\_\_\_\_
- 2. Face Amount \$ \_\_\_\_\_
- 3. Automatic Premium Loan  Yes  No
- 4. Loan Rate  Fixed  Adjustable
- 5. Dividend Option  Paid-up Additions (PD)  Cash (CS)
  - Supplemental Insurance Dividends/Rex (SID/RLX)
  - Reduced Premiums (RP)  Dividend Accumulations (DA)
  - \_\_\_\_\_
- 6. Waiver of Premium Rider (WP)  Insured 1  Insured 2
- 7. Applicants Waiver of Premium Rider: Adult Payor Benefit
  - Death or Disability (ADD)  Disability Only (ADS)
- 8. Applicants Waiver of Premium Rider: Juvenile Insured
  - Death or Disability (POD)  Death Only (PD)
- 9.  Renewable Term Rider (RTR) \$ \_\_\_\_\_
- 10.  Insurability Rider (GIR/IPR) \$ \_\_\_\_\_

11. Additional Life Insurance Rider (ALIR)

- a. Modal Payment \$ \_\_\_\_\_
  - Paying all/part using 1035 funds  Yes  No
- b. Unscheduled Lump Sum \$ \_\_\_\_\_
  - Paying all/part using 1035 funds  Yes  No
- c. Dividend Option  Same as Basic Policy  Paid-up Additions

12. Life Insurance Supplement Rider (LISR)

- a. Face Amount \$ \_\_\_\_\_
- b. Modal Payment \$ \_\_\_\_\_
- c. Unscheduled Lump Sum \$ \_\_\_\_\_
  - Paying all/part using 1035 funds  Yes  No
- d. Payment Period (# of years) \_\_\_\_\_
- e. Crossover Period (# of years) \_\_\_\_\_

13. Supplemental Insurance Purchase Rider (SIPR)

- a. Face Amount \$ \_\_\_\_\_
- b. Payment \$ \_\_\_\_\_

14. Estate Protection Rider \$ \_\_\_\_\_

15. Accidental Death Benefit \$ \_\_\_\_\_

▶ Variable or Universal Life

- 15. Plan SULG
- 17. Face Amount \$ 5,000,000
- 18. Planned Premium \$ 47,500
- 19. Non-1035 Unscheduled Premium \$ \_\_\_\_\_
- 20. Loan Rate  Fixed  Adjustable
- 21. Death Benefit Option
  - Level  2-Increasing by Account Value  3-Return of Premiums
  - 4-Increasing by Separate Account (ML) Specified Premium Account
  - \_\_\_\_\_
- 22. Definition of Life Insurance
  - Cash Value Accumulation Test  Guideline Premium Test

23. Waiver of Premium Riders (indicate amount if applicable)

- Waiver of Monthly Charges/Deductions Riders (WMC/WMD)
- Disability Benefit Rider (DBR) \$ \_\_\_\_\_
- Waiver of Specified Premium Rider (WSP) \$ \_\_\_\_\_

24. Other Insured Riders (OIR)

- Self \$ \_\_\_\_\_
- Other \$ \_\_\_\_\_

25. Insurability Rider (GIR) \$ \_\_\_\_\_

26. Additional Insurance Rider \$ \_\_\_\_\_

27. Estate Protection Rider \$ \_\_\_\_\_

28. Survivorship Term Rider \$ \_\_\_\_\_

▶ Term Life

- 29. Plan \_\_\_\_\_
- 30. Face Amount \$ \_\_\_\_\_

31.  Waiver of Premium Rider (WP)

32.  Accidental Death Benefit Rider (ADB) \$ \_\_\_\_\_

07/23/2014 14:21

**C Sales Illustration Certification**

COMPLETE THIS SECTION FOR ALL WHOLE LIFE AND UNIVERSAL LIFE CASES, ONLY IF AN ILLUSTRATION MATCHING THE POLICY APPLIED FOR IS NOT SIGNED

I, the undersigned, acknowledge that:

- No illustration was used in the sale of this life insurance policy.
- The sales illustration used for the proposed insured does not conform to the policy as applied for.
- The sales illustration for the proposed insured was shown to me on a computer screen. This illustration conforms to the policy as applied for which no hard copy was furnished.

I also acknowledge that a hard copy of a sales illustration matching the policy as issued must be provided no later than the delivery of the policy.

**D Premium Payment Information**

COMPLETE THIS SECTION FOR ALL CASES

<p>1. Frequency</p> <input type="checkbox"/> Monthly (PAC or Group only) <input type="checkbox"/> Quarterly	<p>4. Date policy to save age for</p> <input type="checkbox"/> Insured 1 <input type="checkbox"/> Insured 2 <u>N/A</u>	<p>7a. Second Addressee</p> <input type="checkbox"/> Insured <input type="checkbox"/> Owner <input type="checkbox"/> Other _____
<p><input type="checkbox"/> Semi-annual</p> <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Single Premium (if available)	<p>5. Has the initial premium been paid?</p> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(If Yes, complete Temporary Life Insurance Receipt)</small>	<p>7b. Send Premium Notices to</p> <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Owner <input type="checkbox"/> Other (provide name and mailing address below)
<p>2. Billing Type</p> <input type="checkbox"/> Pre-Authorized Check (PAC) <input checked="" type="checkbox"/> Individual Direct Bill <input type="checkbox"/> Group Bill (provide Inv./Fran. #)	<p>6a. Premium Payer</p> <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Other _____	<p>8. Source of Premium (check all that apply)</p> <input type="checkbox"/> Earned Income <input type="checkbox"/> Investment Income <input type="checkbox"/> Investment/Savings <input type="checkbox"/> Gifts/Inheritance <input type="checkbox"/> Loan (Complete Premium Financing Supplement, F7022) <input checked="" type="checkbox"/> Other (specify) <u>P.S.P.</u>
<p>3. Specify Policy Date if other than Issue Date</p>	<p>6b. Send Premium Notices to</p> <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Other (provide name and mailing address below)	

**E Primary Purpose of Insurance**

COMPLETE THIS SECTION FOR ALL CASES

<p>1. Personal Needs</p> <input type="checkbox"/> Income for Dependents <input type="checkbox"/> Estate Taxes <input type="checkbox"/> Mortgage Cancellation <input checked="" type="checkbox"/> Other <u>PSP</u>	<p>Business Needs</p> <input type="checkbox"/> Key Employee <input type="checkbox"/> Stock Redemption <input type="checkbox"/> Cross Purchase <input type="checkbox"/> Other _____	<p>Is this policy being purchased in connection with an employer-sponsored plan?</p> <input type="checkbox"/> Yes (If Yes, check one of the following) <input type="checkbox"/> Tax-qualified employer-sponsored plan <input type="checkbox"/> Non-qualified employer-sponsored plan <input type="checkbox"/> No
---	--	--

<p>2. If the policy applied for will be used in connection with a non-qualified employer-sponsored plan involving both male and females, will the policy be issued on a Unisex basis? .....</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>
<p>3. Has the proposed insured(s) and/or the proposed owner(s) been offered any economic incentive, "free" life insurance, money, or any other consideration as an incentive to purchase this policy? (If "Yes" explain in Details #9) .....</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>
<p>4. Does the proposed insured(s) and/or the proposed owner(s) have a current agreement or commitment to sell, transfer, assign, or release this policy - or any beneficial interest of this policy or its ownership structure - to a life settlement company, viatical company, bank, investor, or secondary market provider? (If "Yes" explain in Details #9) .....</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>
<p>5. In connection with this policy, has the proposed insured(s) and/or the proposed owner(s) entered into an arrangement that entitles a lender or investor to a portion of the death benefit above and beyond the repayment of principal and interest on a loan? (If "Yes" explain in Details #9) .....</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>

Complete questions 6-9 if this is a business-related sale

6. Business is a  Corporation  LLC/LP  Partnership  Sole Proprietorship Year Established \_\_\_\_\_ # of employees \_\_\_\_\_

7. Net value of the business \$ \_\_\_\_\_

8. If a policy is to be owned by a business or business associate, give names of the other officers or partners and the amount of insurance the business now carries on their lives or has currently applied for (if any officers or partners are not insured, explain in Details #9)

Name	Title	Face Amount	% Owned

9. Details (Please reference question # and Insured 1 or 2)

**F Owner Information**

COMPLETE THIS SECTION ONLY IF OWNER IS OTHER THAN PROPOSED INSURED(S)

► Individually Owned, or his/her estate - Owner 1

1. Sex  Male  Female

2. Full Legal Name (First, Middle, Last, Suffix)  
\_\_\_\_\_

3. DOB \_\_\_\_\_  
mm/dd/yyyy

4. US Social Security #/Tax ID# \_\_\_\_\_

5. Relationship to Insured \_\_\_\_\_

6. Type of Identification  Driver's License  Passport  
 Other \_\_\_\_\_  
ID# \_\_\_\_\_  
State/Country of issue \_\_\_\_\_  
Expiration Date \_\_\_\_\_

7. Citizenship  US Citizen, Resident  US Citizen, Non-Resident  
 Alien, Resident  Alien, Non-Resident  
Non-US Citizens provide:  
Country of Citizenship \_\_\_\_\_

8. Residential Address (M, Street, Apt. #, City, State/Country, Zip/Postal Code)  
\_\_\_\_\_  
\_\_\_\_\_

9. Mailing Address (if different from Q. #8)  
\_\_\_\_\_  
\_\_\_\_\_

10. Split Dollar  Collateral Assignment  
(Complete Split Dollar Assignment form, FS309)

► Individually Owned, or his/her estate - Owner 2 (For joint ownership, if applicable)

11. Sex  Male  Female

12. Full Legal Name (First, Middle, Last, Suffix)  
\_\_\_\_\_

13. DOB \_\_\_\_\_  
mm/dd/yyyy

14. US Social Security #/Tax ID# \_\_\_\_\_

15. Relationship to Insured \_\_\_\_\_

16. Type of Identification  Driver's License  Passport  
 Other \_\_\_\_\_  
ID# \_\_\_\_\_  
State/Country of issue \_\_\_\_\_  
Expiration Date \_\_\_\_\_

17. Citizenship  US Citizen, Resident  US Citizen, Non-Resident  
 Alien, Resident  Alien, Non-Resident  
Non-US Citizens provide:  
Country of Citizenship \_\_\_\_\_

18. Residential Address (M, Street, Apt. #, City, State/Country, Zip/Postal Code)  
\_\_\_\_\_  
\_\_\_\_\_

19. Mailing Address (if different from Q. #18)  
\_\_\_\_\_  
\_\_\_\_\_

► Legal Entity Owned

20. Owner is  Trust (Complete Certification of Trust Agreement, F6734)  
 Incorporated Entity, its successors or assigns  
 Non-Incorporated Entity (specify type)  
\_\_\_\_\_

21. Full Name of Legal Entity (If Trust, provide full name of Trust)  
Partnership Holding Corporation P.S.P.

22. US Tax ID# 13-3501977

23. Date of Trust \_\_\_\_\_

24. Citizenship  US Entity  Alien Entity

25. Owner's Legal Address (M, Street, Apt. #, City, State/Country, Zip/Postal Code)  
1688 Meridian Ave.  
Miami, FL.

26. Owner's Mailing Address (if different from Q. #25)  
\_\_\_\_\_  
\_\_\_\_\_

27. Split Dollar  Endorsement (employer must be owner)

**G Beneficiary Information**

COMPLETE THIS SECTION FOR ALL CASES

**Beneficiary** - Unless otherwise requested, surviving beneficiaries in any class shall take equally. If any beneficiary dies before the insured, payment shall be made to the surviving beneficiaries in that class. If no beneficiary is entitled to the payment at time of claim, the proceeds shall be made to the Owner, if living, or to the Owner's estate.

1. Beneficiary is  Individual(s)  Trust  Incorporated Entity, its successors or assigns  Non-Incorporated Entity (specify type) PSP

2. Primary:

Name (If Trust, provide full name of Trust)	Relationship to Insured	DOB/Date of Trust
<u>Partnership Holding Corporation P.S.P.</u>	<u>P.S.P.</u>	

3. Contingent:

Name (If Trust, provide full name of Trust)	Relationship to Insured	DOB/Date of Trust

4. UTMA/UGMA Custodian - During the minority of the named child(ren), \_\_\_\_\_ shall be Custodian for said child(ren) under the \_\_\_\_\_ Uniform Transfers/Gifts to Minors Act.

Complete Question 5 only for Other Insured Rider (Other)

5. Beneficiary is  Individual(s)  Trust  Incorporated Entity, its successors or assigns  Non-Incorporated Entity (specify type) \_\_\_\_\_

Name (If Trust, provide full name of Trust)	Relationship to Insured	DOB/Date of Trust

**H Other Insurance/Replacement Information**

COMPLETE THIS SECTION FOR ALL CASES

1. List Life Insurance currently applied for, contemplated, or now in force on the Insured(s) with other companies, including any policies which may have been sold, transferred, or assigned. If none, check here

Insured	Policy #	Company	Product	Issue Year	Face Amount
<input type="checkbox"/> 1 <input type="checkbox"/> 2		<u>Lincoln</u>			<u>5m.</u>
<input type="checkbox"/> 1 <input type="checkbox"/> 2		<u>Penn Mut.</u>			<u>10m</u>
<input type="checkbox"/> 1 <input type="checkbox"/> 2		<u>Mon.</u>			<u>10.5m</u>

2. Write the total face amount of new insurance applied for that will be placed in all companies (including this Company's policies).

\$ 20,000,000 Insured 1      \$ 20,000,000 Insured 2

3. Is the insurance now being applied for intended to replace or change any insurance or annuity, in whole or part, issued by this Company or another company?  Yes  No If "Yes" provide information below:

Insured	Policy #	Company	Product	Issue Year	Face Amount	Replacement		1035x	
						Yes	No	Yes	No
<input type="checkbox"/> 1 <input type="checkbox"/> 2						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 1 <input type="checkbox"/> 2						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 1 <input type="checkbox"/> 2						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. If there is a 1035x, anticipated value of exchange \$ \_\_\_\_\_ Insured 1      \$ \_\_\_\_\_ Insured 2

5. 1035x proceeds to be applied towards  Additional premium (UL or VL)  AUR  LISR  SIPR  Initial Premium

6. For Internal Term to Term Replacements Only:  
I wish to terminate the term policy(ies)/rider(s) number(ed) \_\_\_\_\_ upon the issuance of the new term policy applied for in this application. (Owner of the existing term policy is required to sign this application as "Owner of the Original Policy" only if other than Proposed Insured.)

07/26/2012 2:23:01

**I Personal History Information**

COMPLETE THIS SECTION FOR ALL CASES

If your answer is "Yes" to any of the following questions, explain in Details #13.

- |  |                          |                                     |                          |                                     |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
|  | Insured 1                |                                     | Insured 2                |                                     |
|  | Yes                      | No                                  | Yes                      | No                                  |
| 1. Have you  |                          |                                     |                          |                                     |
| a. smoked cigarettes during the last 12 months?                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. used tobacco or products containing nicotine within the last 12 months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. used tobacco or products containing nicotine within the last 24 months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Complete Questions 2-12 only when Evidence of Insurability is required  
If your answer is "Yes" to any of the following questions, explain in Details #13.

- |   |                          |                                     |                          |                                     |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
|   | Insured 1                |                                     | Insured 2                |                                     |
|   | Yes                      | No                                  | Yes                      | No                                  |
| 2. Does the insured anticipate any foreign travel within the next 24 months?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 3. Within the last 3 years, has the insured been, or does s/he expect to become a pilot, student pilot, or crew member of any type of aircraft within the next 24 months? (If Yes, complete Aviation Supplement).   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Within the last 3 years, has the insured taken part in, or does s/he expect to take part in, underwater diving, hang gliding, para sailing, para kiting, parachuting, skydiving, mountain climbing, bungee jumping, helicopter skiing, ballooning, bobsledding, competitive fighting or organized racing by automobile, motorcycle, motorboat, or snowmobile within the next 24 months? (If Yes, complete Aviation Supplement) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Within the last 5 years, has the insured been in a motor vehicle accident, been convicted of a moving violation, or received a driver's license restriction or revocation?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Within the last 10 years, has the insured been convicted of operating a motor vehicle while under the influence of alcohol or other drugs?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Has the insured ever been convicted of a felony, or is s/he currently on parole or probation?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Annual Earned Income *   | \$ 2,500,000 Jt          |                                     | \$ _____                 |                                     |
|   | Insured 1                |                                     | Insured 2                |                                     |
| 9. Unearned Income *  | \$ _____                 |                                     | \$ _____                 |                                     |
|   | Insured 1                |                                     | Insured 2                |                                     |
| 10. Net Worth *   | \$ 80,000,000            |                                     | \$ 80,000,000            |                                     |
|   | Insured 1                |                                     | Insured 2                |                                     |

\*If Proposed Insured is not employed please include Household Income and Household Net Worth in Details #13

11. (Insured 1) Occupation and Duties: owner / talent agent  
Employer Name & Address: Next Model Management
12. (Insured 2) Occupation and Duties: Kogan Realty Corp.  
Employer Name & Address: Real Estate Investment

13. Details (Please reference question # and Insured 1 or 2)

**J Conversion/Insurability Option**

COMPLETE THIS SECTION FOR CONVERSIONS OR INSURABILITY OPTIONS

1. Riders attached to the original policy will be carried over (if available) unless otherwise specified here.  
Do not include:  WP  GID/IPR  ADB
- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
|   | Insured 1                |                          | Insured 2                |                          |
|   | Yes                      | No                       | Yes                      | No                       |
| 2. Has a medical doctor or licensed medical professional concluded that you are disabled or are you applying for or receiving any disability benefits? (If "Yes" explain in Details #7) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Conversion of Term Insurance

Insured	Policy or Rider Number	Amount Converted	Amount Continued	Amount Terminated
<input type="checkbox"/> 1 <input type="checkbox"/> 2		\$ _____	\$ _____	\$ _____
<input type="checkbox"/> 1 <input type="checkbox"/> 2		\$ _____	\$ _____	\$ _____

4. For partial conversions of UL products (if available), provide planned premium and frequency for balance continued \$ \_\_\_\_\_
5. Exercise of Insurability Option from Policy # \_\_\_\_\_
6. Type of option  Regular  Substitute (if substitute, indicate reason and event date) \_\_\_\_\_ Reason \_\_\_\_\_ Date of Event \_\_\_\_\_
7. Details (Please reference question # and Insured 1 or 2)

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**K Juvenile** COMPLETE THIS SECTION ONLY IF PROPOSED INSURED IS A JUVENILE

1. Total life insurance (including group coverage with employer) currently applied for, considered, or now in force on the insured's father, mother, and siblings in all companies. Include insured name, age, and amount - if none, explain in Details #2.

Father \_\_\_\_\_  
Mother \_\_\_\_\_  
Sibling(s) \_\_\_\_\_

2. Details

**L Non-medical** (IF INSURED IS BEING EXAMINED FOR MASSMUTUAL, COMPLETING THIS SECTION IS OPTIONAL)

To the best of my knowledge and belief, all statements made in this section are complete, true and correctly recorded.

► Insured 1 If your weight changed by over 10 lbs. in the last year, indicate amount & reason below.

1. Height \_\_\_ft \_\_\_in. Weight \_\_\_\_\_lbs. \_\_\_\_\_

2. Personal Physician information: Name, Address, and Phone # (if known) \_\_\_\_\_

3. Date last seen and reason \_\_\_\_\_

4. Family History Insured 1 (Indicate "unknown" where applicable)

Relative	Health Problems - Include age at onset (especially for cardiovascular disease)	Age if Living	Age at Death	Cause of Death
Father				
Mother				
Brother(s)/Sister(s)				

► Insured 2 If your weight changed by over 10 lbs. in the last year, indicate amount & reason below.

5. Height \_\_\_ft \_\_\_in. Weight \_\_\_\_\_lbs. \_\_\_\_\_

6. Personal Physician information: Name, Address, and Phone # (if known) \_\_\_\_\_

7. Date last seen and reason \_\_\_\_\_

8. Family History Insured 2 (Indicate "unknown" where applicable)

Relative	Health Problems - Include age at onset (especially for cardiovascular disease)	Age if Living	Age at Death	Cause of Death
Father				
Mother				
Brother(s)/Sister(s)				

If your answer is "Yes" to any of the following questions, circle applicable medical condition and explain in Details #18.

9. In the last 10 years have you been diagnosed or treated by a licensed member of the medical profession for	Insured 1		Insured 2	
	Yes	No	Yes	No
a. chest pains, heart attack, high blood pressure, heart murmur, palpitations, or any other illness or impairment of the heart, arteries, or veins? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. a tumor or cancer including skin cancer, melanoma, or colon polyps? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. an illness or impairment of your blood or immune system including anemia, blood clots, bleeding, immune deficiency, leukemia, or lymphoma? (excluding HIV) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. an illness or impairment of your brain, spinal cord, or nervous system including seizures, tremors, paralysis, fainting, stroke, or TIA (transient ischemic attack)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. memory loss, confusion, Alzheimer's disease, dementia, depression, anxiety, psychosis, suicide thoughts or attempts, anorexia or bulimia, obsessive compulsive disorder, bipolar disorder, or other specifically diagnosed mental illness or impairment? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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If your answer is "Yes" to any of the following questions, circle applicable medical condition and explain in Details #18.

	Insured 1		Insured 2	
	Yes	No	Yes	No
10. In the last 10 years have you				
a. used cocaine, barbiturates, narcotics, stimulants, hallucinogens, or other controlled substances not prescribed by a physician? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. received treatment, attended a program or been counseled for alcohol or drug abuse, or been advised by a medical doctor or a licensed medical professional to reduce the use of alcohol? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. tested positive for exposure to the HIV infection or been diagnosed as having ARC or AIDS caused by the HIV infection or other sickness or condition derived from such infection? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. In the last 5 years have you been diagnosed or treated by a licensed member of the medical profession for				
a. an illness or impairment of your eyes, ears, nose, or throat? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. asthma, shortness of breath, bronchitis, emphysema, COPD (chronic obstructive pulmonary disease), pneumonia, sleep apnea, or any other illness or impairment of your respiratory system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. an illness or impairment of your digestive system, liver, pancreas, or gall bladder including hepatitis, jaundice, ulcers, intestinal bleeding, colitis, or Crohn's disease (ileitis)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. an illness or impairment of your muscles, bones, joints, or nerves, including arthritis, gout, sciatica, or amputations? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. chronic fatigue syndrome, lupus, or other rheumatologic illness or impairment? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. diabetes or an illness or impairment of your thyroid, pituitary, or adrenal glands? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. an illness or impairment of your kidneys, bladder, prostate, or urinary tract, or findings of sugar, protein, or blood in the urine? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. In the last 3 years have you been diagnosed or treated by a licensed member of the medical profession for				
a. an illness or impairment of your uterus, cervix, ovaries, or breasts? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. an illness or impairment of your skin including eczema and psoriasis? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. In the last 5 years have you				
a. had a sickness or injury for which you made a disability claim or for which you received payments, benefits, or pension benefits? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. In the last 3 years have you				
a. had an application for life, disability, or health insurance denied, postponed, rated, or restricted? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. In the last year, unless previously stated on this application, have you				
a. had a physical exam, checkup, or evaluation by a licensed member of the medical profession? (If Yes, provide diagnosis or findings) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. had an injury treated by a licensed member of the medical profession or a medical facility? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. had an electrocardiogram, x-ray, blood test, or other diagnostic test, excluding an HIV test? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. had surgery or been a patient in a hospital, clinic, or other medical or mental health facility? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. been advised by a medical doctor or a licensed medical professional to have surgery, medical treatment, or diagnostic testing, excluding HIV testing, that has not yet been completed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Are you currently				
a. under treatment by a licensed member of the medical profession or taking any prescribed medication (other than contraceptives)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. taking any herbal or non-prescription medication at least weekly? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Have you been diagnosed as pregnant by a licensed member of the medical profession? (If Yes, provide expected delivery date: _____) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Details of "Yes" Answers (Please reference question # and Insured 1 or 2) Give diagnosis and symptoms, tests performed, dates, types and amounts of medication, length of disability, degree of recovery, and names, addresses, and phone numbers of all health professionals.				

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**(M) Agreements and Signatures** **COMPLETE THIS SECTION FOR ALL CASES**

**Life Insurance Coverage** - This is part 1 of an application for life insurance. The application includes any part 2 that may be required and any amendments, statements, and supplements to either part. Insurance coverage under the policy takes effect when the policy is delivered and accepted, and the initial premium is paid, provided that on the delivery date (1) the proposed insured is alive, (2) all answers on the application, including any amendments to the application, are still true and complete, (3) there have been no changes in the health or insurability of the proposed insured(s) from the date the application was submitted to the company, and (4) any required statement of insurability is completed. Failure to satisfy all of these requirements will result in no insurance coverage taking effect. If a future date is selected at time of application, coverage does not begin prior to that date.

**Changes may occur before insurance takes effect** - If a life insurance policy is issued, insurance coverage will begin as defined above. Policy charges will begin on the Policy Date, which is defined in the policy. The Policy Date may occur before insurance under the policy takes effect. If so, you will be charged premiums during a period in which no insurance was in force. To reduce the likelihood of paying such premiums, the Policy Owner may purchase a Temporary Life Insurance Receipt, if eligible, or ask the Company to issue the policy with a future Policy Date. Requesting a specific Policy Date may cause the insured's age for insurance purposes to change and the cost of insurance rates to increase. If you have questions about policy charges or policy dating, ask your Medical Underwriter.

**Changes and Corrections** - Any material change or correction of the application will be shown on an amendment of application attached to the policy. Acceptance of any policy issued shall be acceptance of any change or correction of the application made by the Company. However, any correction or change in the amount, classification, class of insurance, or riders applied for in this application must be agreed to in writing. **Authority of Agents** - No agent can change the terms of this application or any policy issued by the insurer, waive any of the insurer's rights or requirements, or collect the face for any premium.

**Variable and Universal Life Act Requirements** - Variable Life Insurance policy values may increase or decrease in accordance with the experience of the separate account and the death benefit may be variable or fixed based on specified conditions. For Variable or Universal Life Insurance, if a single premium is elected as mode of payment, additional premiums may be required to keep the policy in force. If this application is for a Variable Life Insurance policy, a current prospectus for the policy applied for was received and the policy meets the underwriting & investment objectives. **Adherence to Notices of Privacy Policies and Disclosures** - In connection with this application, the Company's notices about the Medical Information Bureau (MIB), the Fair Credit Reporting Act, the Company's privacy practices, and Premium Payment Information have been provided to, and received by, the underwriter.

**Authorization to Obtain and Disclose Information for the Insured(s) and/or Owner** - I authorize the Company to review this application and the information contained therein and to collect and review such other information, as it deems necessary, including such medical and non-medical information as the Company may request. I hereby authorize certain parties that have records or knowledge of the health of the insured(s) or the insured(s) insurance, the child(ren) to make such information available to the Company, its insurers, its related persons, companies, its agents, employees, and representatives. These parties shall include any licensed physician, medical professional, hospital, clinic, or other medical professional, dental facility, the MIB, Department of Motor Vehicles, credit agency, court or former employer, insurance company, and other organizations having information relevant to the insurance or administration of this policy. I further authorize the Company to obtain and conduct a personal history information interview and/or a written inspection in connection with this application, and authorize the company to obtain an investigative report regarding information about my character, general reputation, personal characteristics, and mode of living. I understand that any and all such information obtained by the Company through such interviews, inspections, or reports may be made available to the Company's agents, employees, and representatives for determining eligibility for insurance, reinsurance, reinstatement requests, or changes in benefits. The authorization shall be valid for 24 months from the date of my signature on this application. All documents and information submitted to, or received by, the Company become property of the Company. A photocopy or facsimile of this authorization may be relied upon as if it were an original.

**Taxpayer Identification** - By my signature below, I, the Proposed Owner of this Policy, certify, under penalties of perjury, that (1) the number referred to in AS, A18, PL, P14, or P22 is my correct Taxpayer Identification Number; (2) I am not subject to backup withholding either because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) because the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. person (including U.S. resident alien). If (2) or (3) is incorrect, please strike out and initial. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DECEASE, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE. ANY POLICY ISSUED AS A RESULT OF A MATERIAL MISSTATEMENT OR OMISSION OF FACTS MAY BE VOIDED, AND THE COMPANY'S ONLY OBLIGATION SHALL BE TO RETURN THE PREMIUMS PAID.

To the best of my knowledge and belief, all statements made in this Part 1 are complete, true, and correctly recorded. I hereby adopt all statements made in the application and agree to be bound by them.

Signed on 7/11/11 Miami, FL  
Date City and State where Owned/Issued

[Signature] Proposed Insured 1  [Signature] Proposed Insured 2 (if applicable)

[Signature] Owner (if applicable)  [Signature] (if applicable)

[Signature] Selecting Agent Agency # 042 Print Selecting Agent Name Florida License Identification Number

[Signature] Owner of Original Policy (Only if other than Proposed Insured) Include Title (if applicable)  [Signature] Assignee of Original Policy Include Title (if applicable)

AGOR508

Long Island - Rantle Agency 042



# Application Part 2

Massachusetts Mutual Life Insurance Co.  
1255 State Street, Springfield, Massachusetts (1111-6001)

1. Name Faith Kogan D.O.B. 12/18/57 s.s.# 062-40-5381  
2. Height 5'0" Weight 83 lb. If your weight changed by over 10 lb in the last year, indicate amount and reason

3. Name and Address of Personal Physician: Dr. Asher Benbult  
York on N

Phone number (if known) [redacted]

4. Date last seen and reason: 10 routine checkup. n.w.

5. Family History:

Relative	Health Problems - Include age at onset (especially for cardiovascular disease)	Age if Living	Age at Death	Cause of Death
Father				
Mother				
Brother(s)/Sister(s)	<u>[redacted]</u>	<u>81</u>	<u>50</u>	<u>accident</u>
	<u>Good</u>	<u>50</u>		

If your answer is "Yes" to any of the following questions, circle applicable item and explain in area provided (114).

6. Have you:
- a. Smoked cigarettes during the last 12 months?  Yes  No
  - b. used tobacco or products containing nicotine during the last 12 months?  Yes  No
  - c. used tobacco or products containing nicotine during the last 24 months?  Yes  No
7. In the last 10 years have you consulted a health professional regarding:
- a. chest pain, heart attack, high blood pressure, heart murmur, palpitations or any other disorder of the heart, arteries or veins?  Yes  No
  - b. a tumor or cancer including skin cancer, melanoma or colon polyps?  Yes  No
  - c. a disorder of your blood or immune system including anemia, blood clots, bleeding, immune deficiency, leukemia or lymphoma?  Yes  No
  - d. a disorder of your brain, spinal cord or nervous system including seizures, tremors, paralysis, dizziness, fainting, headaches, stroke or TIA (transient ischemic attack)?  Yes  No
  - e. depression, anxiety, nervousness, stress, psychosis, suicide thoughts or attempts, anorexia or bulimia, post traumatic stress disorder, obsessive compulsive disorder, bipolar disorder, or other emotional disorder?  Yes  No
8. In the last 10 years have you:
- a. used cocaine, barbiturates, narcotics, stimulants, hallucinogens or other controlled substances not prescribed by a physician?  Yes  No
  - b. received treatment, attended a program or been counseled for alcohol or drug abuse or been advised by a health professional to reduce the use of alcohol?  Yes  No
9. In the last 5 years have you consulted a health professional regarding:
- a. a disorder of your eyes, ears, nose, throat or sinuses including any partial or complete loss of hearing, vision or speech?  Yes  No
  - b. asthma, allergies, shortness of breath, bronchitis, emphysema, COPD (chronic obstructive pulmonary disease), pneumonia, sleep apnea, tuberculosis or any other disorder of your respiratory system?  Yes  No
  - c. a disorder of your digestive system, liver, pancreas or gall bladder including hepatitis, jaundice, ulcers, intestinal bleeding, colitis, Crohn's disease (ileitis), recurrent indigestion, diarrhea or diverticulitis?  Yes  No
  - d. a disorder or impairment of your muscles, bones, joints, nerves, spine, neck or back including arthritis, gout, sciatica or amputations?  Yes  No
  - e. Epstein-Barr virus, Lyme disease, cirrhosis, fatigue syndrome, fibromyalgia, lupus or other rheumatologic disorder?  Yes  No
  - f. diabetes or a disorder of your thyroid, pituitary or adrenal glands?  Yes  No
  - g. a disorder of your kidneys, bladder, prostate or urinary tract or findings of sugar, protein or blood in the urine?  Yes  No

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Signed at \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Witness Signature \_\_\_\_\_

Proposed Insured's Signature \_\_\_\_\_

Printed Name Felix

Date 4/11 on \_\_\_\_\_ 20 11

I agree that (1) this application consists of Parts 1 and 2 and any amendments and supplements which shall be attached to the policy if issued; (2) no knowledge on the part of any agent, medical examiner or any other person as to any facts pertaining to the policy considered as having been made or brought to the knowledge of the Company unless stated in either Part 1 or Part 2 of this application or any amendments or supplements; and (3) to the best of my knowledge and belief, all information is complete, true, and accurate, and was correctly recorded before I signed my name below.

**Agreement and Signature**

(10) In left obstruction - due to adhesion. 2004  
 Mt Sinai - Asptl. In M DR B. Salke.  
 (19) Dr P. Dolino - 800 5th on M M  
 last gyn. dr. -

names and addresses of all health professionals. Supplement "A" should be attached, if necessary, to fully explain details.

14. Give diagnosis or symptoms, tests performed, dates, types and amounts of medication, length of disability, degree of recovery, and details of "Yes" answers. Identify the question by its number:
13. Are you currently:
- a. under treatment or taking any prescribed medication (other than contraceptives)?
  - b. taking any herbal or non-prescription medication at least weekly?
  - c. pregnant? (Expected delivery date: \_\_\_\_\_)
12. In the last 2 years, unless previously stated on this application, have you:
- a. had a physical exam, checkup or evaluation by a health professional?
  - If yes, provide diagnosis or findings in #14 below.
  - b. had an injury treated by a health professional or medical facility?
  - c. had an electrocardiogram, x-ray, blood test or other diagnostic test, excluding an HIV test?
  - d. had surgery or been a patient in a hospital, clinic or other medical or mental health facility?
  - e. been advised to have surgery, medical treatment or diagnostic testing, excluding HIV testing, that has not been completed?
11. In the last 5 years, have you:
- a. had an application for life, disability or health insurance declined, postponed, rated or restricted?
  - b. had a sickness or injury for which you made a disability claim or for which you received payments, benefits or pension benefits?
10. In the last 5 years have you consulted a health professional regarding:
- a. a disorder of your skin including eczema, psoriasis or latex allergy?
  - b. medically diagnosed Acquired Immune Deficiency Syndrome (AIDS)?
  - c. a disorder of your uterus, cervix, ovaries or breasts?
  - d. multiple miscarriages, complicated pregnancy or infertility evaluation?

Yes  No



# Application Part 2

Massachusetts Mutual Life Insurance Co.  
1295 State Street, Springfield, Massachusetts 01111-0001

1. Name Jeffrey Kugan D.O.B. 4/12/57 S.S.# 086-38-8521

2. Height 5'9" Weight 170 lb. If your weight changed by over 10 lb in the last year, indicate amount and reason

3. Name and Address of Personal Physician: Dr. L. DiPola  
Perlema New York  
Phone number (if known)

4. Date last seen and reason: 3/10 - routine checkup - now

5. Family History:

Relative	Health Problems — include age at onset (especially for cardiovascular disease)	Age if Living	Age at Death	Cause of Death
Father				
Mother	<u>A. Izh</u>	<u>87</u>	<u>87</u>	<u>M.I.</u>
Brother(s)/Sister(s)		<u>55</u>		
		<u>61</u>		

If your answer is "Yes" to any of the following questions, circle applicable item and explain in area provided (#14).

6. Have you:
- a. smoked cigarettes during the last 12 months?  Yes  No
  - b. used tobacco or products containing nicotine during the last 12 months?  Yes  No
  - c. used tobacco or products containing nicotine during the last 24 months?  Yes  No
7. In the last 10 years have you consulted a health professional regarding:
- a. chest pain, heart attack, high blood pressure, heart murmur, palpitations or any other disorder of the heart, arteries or veins?  Yes  No
  - b. a tumor or cancer including skin cancer, melanoma or colon polyps?  Yes  No
  - c. a disorder of your blood or immune system including anemia, blood clots, bleeding, immune deficiency, leukemia or lymphoma?  Yes  No
  - d. a disorder of your brain, spinal cord or nervous system including seizures, tremors, paralysis, dizziness, fainting, headaches, stroke or TIA (transient ischemic attack)?  Yes  No
  - e. depression, anxiety, nervousness, stress, psychosis, suicide thoughts or attempts, anorexia or bulimia, post traumatic stress disorder, obsessive compulsive disorder, bipolar disorder, or other emotional disorder?  Yes  No
8. In the last 10 years have you:
- a. used cocaine, barbiturates, narcotics, stimulants, hallucinogens or other controlled substances not prescribed by a physician?  Yes  No
  - b. received treatment, attended a program or been counseled for alcohol or drug abuse or been advised by a health professional to reduce the use of alcohol?  Yes  No
9. In the last 5 years have you consulted a health professional regarding:
- a. a disorder of your eyes, ears, nose, throat or sinuses including any partial or complete loss of hearing, vision or speech?  Yes  No
  - b. asthma, allergies, shortness of breath, bronchitis, emphysema, COPD (chronic obstructive pulmonary disease), pneumonia, sleep apnea, tuberculosis or any other disorder of your respiratory system?  Yes  No
  - c. a disorder of your digestive system, liver, pancreas or gall bladder including hepatitis, jaundice, ulcers, intestinal bleeding, colitis, Crohn's disease (ileitis), recurrent indigestion, diarrhea or diverticulitis?  Yes  No
  - d. a disorder or impairment of your muscles, bones, joints, nerves, spine, neck or back including arthritis, gout, sciatica or amputations?  Yes  No
  - e. Epstein-Barr virus, Lyme disease, chronic fatigue syndrome, fibromyalgia, lupus or other rheumatologic disorder?  Yes  No
  - f. diabetes or a disorder of your thyroid, pituitary or adrenal glands?  Yes  No
  - g. a disorder of your kidneys, bladder, prostate or urinary tract or findings of sugar, protein or blood in the urine?  Yes  No

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10. In the last 5 years have you consulted a health professional regarding:
- a. a disorder of your skin including eczema, psoriasis or latex allergy?
  - b. medically diagnosed Acquired Immune Deficiency Syndrome (AIDS)?
  - c. a disorder of your uterus, cervix, ovaries or breasts?
  - d. multiple miscarriages, complicated pregnancy or infertility evaluation?
11. In the last 5 years, have you:
- a. had an application for life, disability or health insurance declined, postponed, rated or restricted?
  - b. had a sickness or injury for which you made a disability claim or for which you received payments, benefits or pension benefits?
12. In the last 3 years, unless previously stated on this application, have you:
- a. had a physical exam, checkup or evaluation by a health professional?    
If yes, provide diagnosis or findings in #14 below.
  - b. had an injury treated by a health professional or medical facility?
  - c. had an electrocardiogram, x-ray, blood test or other diagnostic test, excluding an HIV test?
  - d. had surgery or been a patient in a hospital, clinic or other medical or mental health facility?
  - e. been advised to have surgery, medical treatment or diagnostic testing, excluding HIV testing, that has not been completed?
13. Are you currently:
- a. under treatment or taking any prescribed medication (other than contraceptives)?
  - b. taking any herbal or non-prescription medication at least weekly?
  - c. pregnant? (Expected delivery date: \_\_\_\_\_)
14. Details of "Yes" Answers. Identify the question by its number:  
Give diagnosis or symptoms, tests performed, dates, types and amounts of medication, length of disability, degree of recovery, and names and addresses of all health professionals. Supplement "A" should be attached, if necessary, to fully explain details.

(13c) Gallopulid. 1  
Uterus } Renal stone  
          } DR D. Zackman  
          } Mt Hospital - Yorka Mm  
          } last Fil - 3/10.

(13e) Xelbta. - ↑ Intraocular pressure. Xlog -  
          } DR C. Merke. E. 72<sup>nd</sup> St M M.  
          } last Fil - 10/10.

Agreement and Signature

I agree that: (1) this application consists of Parts 1 and 2 and any amendments and supplements which shall be attached to the policy if issued; (2) no knowledge on the part of any agent, medical examiner or any other person as to any facts pertaining to me shall be considered as having been made to or brought to the knowledge of the Company unless stated in either Part 1 or Part 2 of this application or any amendments or supplements; and (3) to the best of my knowledge and belief, all information is complete, true, and accurate, and was correctly recorded before I signed my name below.

Signed at Mt M on 4/11 2011  
City State Date

Witness Signature \_\_\_\_\_ Proposed Insured's Signature [Signature]

Printed Name \_\_\_\_\_

A50NY702

**SUPPLEMENT TO APPLICATION**

TO:  Massachusetts Mutual Life Insurance Co.     MML Bay State Life Ins. Co.     Life Insurance Co.  
1295 State Street, Springfield, Massachusetts 01111-0001

"Company" refers to the life insurance company indicated above.

Proposed Insured(s): JEFFREY KOGAN FAITH KOGAN	Policy No. 15,665,562	Appl. Pt. 1 Dated Jul 11, 2011	Part 2 Dated Apr 11, 2011 Apr 11, 2011	Agcy 042
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AMENDMENT OF APPLICATION     This section is Applicable     This section is not Applicable

The following changes and additional statements as indicated below are made with respect to the application for insurance described above. This Amendment shall be a part of the application and will be subject in all respects to the agreements contained in the application.

QUESTION B20 OF THE PART 1 IS FIXED  
QUESTION D4 OF THE PART 1 IS INSURED 1  
QUESTION E1 OF THE PART 1 SHOULD INCLUDE: YES, THIS POLICY IS BEING PURCHASED IN CONNECTION WITH A TAX QUALIFIED EMPLOYER-SPONSORED PLAN  
QUESTION F20 OF THE PART 1 IS TRUST  
QUESTION G1 OF THE PART 1 IS TRUST  
QUESTION H1 ON THE PART 1 IS: INSURED 1 NONE; INSURED 2 NONE.  
QUESTION H2 ON THE PART 1 IS: INSURED 1 \$5,000,000; INSURED 2 \$5,000,000.  
QUESTION 4 ON THE PART 2 IS 6/3/09 FOR ROUTINE CHECK-UP.  
QUESTION 4 ON THE PART 2 IS MAY 2007 FOR VENIPUNCTURE ONLY.

STATEMENT AS TO INSURABILITY     This section is Applicable     This section is not Applicable

This Statement shall be a part of the application for insurance described above and will be subject in all respects to the agreements contained in the application. Each Proposed Insured signing below certifies that, except as may be amended above, the answers and statements given in the application for insurance referenced above are true and complete. They are true and complete to the best of the knowledge and belief of the Proposed Insured as if made when signing below. To the best of the knowledge and belief of each Proposed Insured signing below, since the date of any part of the application, the Proposed Insured has not:

- Had any illness or injury; or
- Sought or received treatment by a member of the medical profession; or
- Been advised by a member of the medical profession to seek medical treatment; or
- Had any change in occupation, place of residence, or aviation status; or
- Applied for, and is not now applying for or planning to apply for, life, disability, or health insurance in any other insurance company.

There are no exceptions to this certification except as noted here: \_\_\_\_\_

**If there are any exceptions to this certification, the policy cannot be delivered without prior authorization from the Company's office at its address shown above.**

POLICY DELIVERY RECEIPT

This section is Applicable

This section is not Applicable

The Owner acknowledges receiving the above-numbered policy on the date of signature shown below.

AGREEMENT AND SIGNATURES

Each person signing below agrees that all representations made in this Supplement To Application are true and complete to the best of that person's knowledge and belief on the date signed.

The policy should not be delivered until this Supplement has been completed, signed by the Owner and the Proposed Insured(s), and dated. (If this form is used only as a Policy Delivery Receipt, only the Owner must sign.) If this Supplement is not completed, signed, and dated, the policy must be returned to the Company at its address shown above.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Proposed Insured(s), if not Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent (if required)

H16F-99(FL)

Page 2

RETURN TO:

Massachusetts Mutual Life Insurance Company  
c/o Policy Delivery Requirement Unit M325  
1295 State Street  
Springfield, MA 01111-0001

15,665,562

**Massachusetts Mutual  
Life Insurance Company**

Home Office:  
1295 State Street  
Springfield, Massachusetts 01111-0001

**Survivorship Flexible Premium Adjustable Life Insurance Policy**

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This Policy provides that:

A death benefit is payable when both Insureds have died.

Within specified limits, flexible premiums may be paid during while either Insured is living.

This policy is participating - Annual dividends may or may not be paid.

**Notice Of Annual Meeting**

The Insureds are hereby notified that by virtue of this policy they are members of Massachusetts Mutual Life Insurance Company and are 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 in April of each year at 2 o'clock [REDACTED].