

Preference PremierSM

MetLife[®]



prospectus

May 1, 2010

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eSERVICE

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**METROPOLITAN LIFE SEPARATE ACCOUNT E
PREFERENCE PREMIER® VARIABLE ANNUITY CONTRACTS
ISSUED BY METROPOLITAN LIFE INSURANCE COMPANY**

**SUPPLEMENT DATED FEBRUARY 25, 2011 TO
PROSPECTUS DATED MAY 1, 2010 (AS SUPPLEMENTED)**

This supplement applies to Preference Premier® variable annuity contracts issued by Metropolitan Life Insurance Company (“we”, “us”, or “our”). This supplement revises certain disclosure in the prospectus regarding the optional Guaranteed Minimum Income Benefit Plus III (“GMIB Plus III”). If approved in your state, these changes are effective for Contracts issued based on applications and necessary information that we receive in good order at your Administrative Office on or after February 28, 2011.

In order to receive the current version of the GMIB Plus III optional benefit, your application and necessary information must be received by your Administrative Office, in good order, before the close of the New York Stock Exchange on February 25, 2011.

This supplement provides information in addition to that contained in the prospectus dated May 1, 2010 for the Contract. It should be read in its entirety and kept together with your prospectus for future reference. If you would like another copy of the prospectus, if purchased through a MetLife sales representative, write to us at PO Box 10342, Des Moines, IA 50306-0342 (Attention: Fulfillment Unit-Preference Premier) or call us at (800) 638-7732 to request a free copy. If purchased through a New England Financial® (NEF) sales representative, write to us at PO Box 14594, Des Moines, IA 50306-0342 or call us at (800) 435-4117 to request a free copy.

Certain terms used in this supplement have special meanings. If a term is not defined in this supplement, it has the meaning given to it in the prospectus.

CHANGES FOR GMIB PLUS III

For Contracts issued based on applications and necessary information that we receive in good order at your Administrative Office on or after February 28, 2011, the following changes will apply to the GMIB Plus III optional benefit:

- The GMIB Annuity Table specified in your Contract will be calculated based on the Annuity 2000 Mortality Table with 10 years of mortality improvement based on projection Scale AA and a 10-year age set back with interest of 1.0% per annum. As with other pay-out types, the amount you receive as an income payment also depends on the income type you select, your age and your sex (where permitted by state law). The annuity rates for attained ages 86 to 90 are the same as those for attained age 85.
- The GMIB purchase rates are enhanced under the following circumstances. If:
 - (a) you begin withdrawals on or after your 62nd birthday;
 - (b) your Account Value is fully withdrawn or decreases to zero at or after your 62nd birthday and there is an income base remaining; and
 - (c) the income type you select is the Lifetime Income Annuity with a 5-Year Guarantee Period:
then the annual annuity payments under the GMIB Plus III will equal or exceed 5% of the income base (calculated on the date the payments are determined).

THIS SUPPLEMENT SHOULD BE READ AND RETAINED FOR FUTURE REFERENCE

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**METROPOLITAN LIFE SEPARATE ACCOUNT E
PREFERENCE PREMIER(SM) VARIABLE ANNUITY CONTRACTS
ISSUED BY METROPOLITAN LIFE INSURANCE COMPANY**

**SUPPLEMENT DATED JUNE 21, 2010
TO PROSPECTUS DATED MAY 1, 2010**

This supplement describes new versions of the optional Guaranteed Minimum Income Benefit Plus and Enhanced Death Benefit optional benefits that will be effective for Preference Premier variable annuity contracts issued by Metropolitan Life Insurance Company (“we,” “us,” or “our”). This supplement describes changes to how the GMIB Plus and the Enhanced Death Benefit optional benefits are calculated under the new versions of these benefits. These changes only apply to IRAs and other contracts subject to Section 401(a)(9) of the Internal Revenue Code. This supplement also describes changes to the charges for the Enhanced Death Benefit that apply to all Contracts (both qualified and non-qualified contracts). The new versions of these optional benefits are referred to as Guaranteed Minimum Income Benefit Plus III (GMIB Plus III) and Enhanced Death Benefit II. Additionally, this supplement describes a change to a feature of the Lifetime Withdrawal Guarantee II optional benefit effective for Contracts issued in states where this change had not been previously approved. If approved in your state, these changes are effective for Contracts issued based on applications and necessary information that we receive in good order at your Administrative Office on and after July 19, 2010.

In order to receive the current version of the Guaranteed Minimum Income Benefit Plus optional benefit, the Enhanced Death Benefit optional benefit or the Lifetime Withdrawal Guarantee II optional benefit, your application and necessary information must be received by your Administrative Office, in good order, before the close of the New York Stock Exchange on July 16, 2010.

This supplement should be read in its entirety and kept together with your prospectus for future reference. If you would like another copy of the prospectus, if purchased through a MetLife sales representative, write to us at PO Box 10342, Des Moines, IA 50306-0342 (Attention: Fulfillment Unit-Preference Premier) or call us at (800) 638-7732 to request a free copy. If purchased through a New England Financial® (NEF) sales representative, write to us at PO Box 14594, Des Moines IA 50306-0342 or call us at (800) 435-4117 to request a free copy.

Certain terms used in this supplement have special meanings. If a term is not defined in this supplement, it has the meaning given to it in the prospectus.

I. Guaranteed Minimum Income Benefit Plus III

Contracts issued based on applications and necessary information that we receive, in good order, at your Administrative Office on and after July 19, 2010 may elect the optional Guaranteed Minimum Income Benefit Plus III benefit. The GMIB Plus III optional benefit is identical to the GMIB Plus II optional benefit described in the May 1, 2010 prospectus, with the following exceptions.

A. Income Base

The Annual Increase Amount is the sum total of each purchase payment accumulated at the Annual Increase Rate each year through the Contract Anniversary date prior to your 91st birthday and 0% thereafter, reduced by the sum total of each withdrawal adjustment accumulated at the Annual Increase Rate each year from the date of the withdrawal.

- For this purpose, including for first year required minimum distributions, all purchase payments credited within 120 days of the date we issued the Contract will be treated as if they were received on the date we issued the Contract.
- The Annual Increase Rate is the greatest of:

(i) 5%;

(ii) the total withdrawals during the Contract Year under the automated required minimum distribution service and/or the Systematic Withdrawal Program (up to a maximum of 5% of the Annual Increase Amount at the beginning of the Contract Year), divided by the Annual Increase Amount at the beginning of the Contract Year; or

(iii) the required minimum distribution amount for the previous calendar year or for this calendar year (whichever is greater), divided by the Annual Increase Amount at the beginning of the Contract Year.

On the first Contract Anniversary, “at the beginning of the Contract Year” means on the issue date; on a later Contract Anniversary, “at the beginning of the Contract Year” means on the prior Contract Anniversary.

Items (ii), and (iii) above only apply to IRAs and other Contracts subject to Section 401(a)(9) of the Internal Revenue Code.

If total withdrawals during a Contract Year exceed the greater of: (1) withdrawals under the automated required minimum distribution service, plus Systematic Withdrawal Program withdrawals up to a maximum of 5% of the Annual Increase Amount at the beginning of the Contract Year, or (2) the greater of the required minimum distribution amount for the previous calendar year or the current calendar year, items (ii) and (iii) above are not used to calculate the Annual Increase Rate and the Annual Increase Rate will be 5%.

- The withdrawal adjustment is the Annual Increase Amount immediately prior to the withdrawal multiplied by the percentage reduction in Account Value attributable to the withdrawal (pro-rata withdrawal) if total withdrawals in a Contract Year are greater than the Annual Increase Rate.
- If total withdrawals in a Contract Year are less than or equal to the Annual Increase Rate multiplied by the Annual Increase Amount at the beginning of the Contract Year, and if these withdrawals are paid to you (or to the annuitant, if the Contract is owned by a non-natural person) or to another payee we agree to, the total withdrawal adjustment for that Contract Year is the dollar amount of total withdrawals (dollar-for-dollar withdrawal) in

that Contract Year, treated as a single withdrawal at the end of that Contract Year.

- For Contracts issued in New York State, the Annual Increase Amount shall not exceed 270% of total purchase payments, or, if greater, 270% of the Annual Increase Amount as of the most recent Optional Step-Up.

B. Use of Automated Required Minimum Distribution Service and Systematic Withdrawal Program With GMIB Plus III

For IRAs and other Contracts subject to Section 401(a)(9) of the Internal Revenue Code, you may be required to take withdrawals to fulfill minimum distribution requirements generally beginning at age 70½.

Used with the GMIB Plus III, our automated required minimum distribution service can help you fulfill minimum distribution requirements with respect to your Contract without reducing the GMIB Plus III income base on a proportionate basis. (Reducing the income base on a proportionate basis could have the effect of reducing or eliminating the value of annuity payments under the GMIB Plus III.) The automated required minimum distribution service calculates minimum distribution requirements with respect to your Contract and makes payments to you on a monthly, quarterly, semi-annual or annual basis.

Alternatively, you may choose to enroll in both the automated required minimum distribution service and the Systematic Withdrawal Program (see “Access to Your Money – Systematic Withdrawal Program” in the prospectus). In order to avoid taking withdrawals that could reduce the income base on a proportionate basis, withdrawals under the Systematic Withdrawal Program should not exceed 5% of the Annual Increase Amount at the beginning of the Contract Year. Any amounts above 5% of the Annual Increase Amount that need to be withdrawn to fulfill minimum distribution requirements can be paid out at the end of the calendar year by the automated required minimum distribution service. For example, if you enroll in the Systematic Withdrawal Program and elect to receive monthly payments totaling 5% of the Annual Increase Amount, you should also enroll in the automated required minimum distribution service and elect to receive your automated required minimum distribution service payment on an annual basis, after the Systematic Withdrawal Program monthly payment in December.

If you enroll in either the automated required minimum distribution service or both the automated required minimum distribution service and the Systematic Withdrawal Program, you should not make additional withdrawals outside the programs. Additional withdrawals may result in the GMIB Plus III income base being reduced on a proportionate basis, and have the effect of reducing or eliminating the value of annuity payments under the GMIB Plus III.

To enroll in the automated required minimum distribution service and/or the Systematic Withdrawal Program, please contact your Administrative Office.

C. GMIB Plus III Purchase Payout Rates in New York State

For Contracts issued in New York State, the GMIB purchase pay-out rates are enhanced if you are age 57 or older when you purchase the Contract:

- (a) you begin withdrawals on or after your 60th birthday;
- (b) your Account Value is fully withdrawn or decreases to zero on or after your 60th birthday and there is an income base remaining; and
- (c) the income type you select is the Lifetime Income Annuity with a 5-Year Guarantee Period.

Then the annual income payments under the GMIB Plus III will equal or exceed 5% of the income base (calculated on the date the payments are determined).

D. GMIB Plus III Examples

Assume an IRA Contract is issued on September 1, 2010 and the GMIB Plus III is selected. Assume that on the first Contract Anniversary (September 1, 2011) the Annual Increase Amount is \$100,000. Assume the required minimum distribution amount for 2011 with respect to this Contract is \$6,000, and the required minimum distribution amount for 2012 with respect to this Contract is \$7,200. Assume that on both the first Contract Anniversary (September 1, 2011) and the second Contract Anniversary (September 1, 2012) the Account Value is \$100,000. On the second Contract Anniversary, the annual increase rate is the greatest of

- (a) 5%;
- (b) the total withdrawals during the Contract Year under the automated required minimum distribution service and/or the Systematic Withdrawal Program (up to a maximum of 5% of the Annual Increase Amount at the beginning of the Contract Year), divided by the Annual Increase Amount at the beginning of the Contract Year; or
- (c) the required minimum distribution amount for 2011 (\$6,000) or for 2012 (\$7,200), whichever is greater, divided by the Annual Increase Amount as of September 1, 2011 (\$100,000).

Because \$7,200 (the required minimum distribution amount for 2012) is greater than \$6,000 (the required minimum distribution amount for 2011), (c) is equal to \$7,200 divided by \$100,000 or 7.2%.

(1) Withdrawals Through the Automated Required Minimum Distribution Service

If the Contract Owner enrolls in the automated required minimum distribution service and elects monthly withdrawals, the Contract Owner will receive \$6,800 over the second Contract Year (from September 2011 through August 2012). Assuming the Contract Owner makes no withdrawals outside the automated required minimum distribution service, on September 1, 2012, the Annual Increase Amount will be increased to \$100,400. This is calculated by increasing the Annual Increase Amount from September 1, 2011 (\$100,000) by the annual increase rate (7.2%) and subtracting the total amount withdrawn through the automated required minimum distribution service (\$6,800): $\$100,000 \text{ increased by } 7.2\% = \$107,200$; $\$107,200 - \$6,800 = \$100,400$.

(Why does the Contract Owner receive \$6,800 under the automated required minimum distribution

service in this example? From September through December 2011, the Contract Owner receives \$500 per month (\$500 equals the \$6,000 required minimum distribution amount for 2011 divided by 12). From January through August 2012, the Contract Owner receives \$600 per month (\$600 equals the \$7,200 required minimum distribution amount for 2012 divided by 12). The Contract Owner receives \$2,000 in 2011 and \$4,800 in 2012, for a total of \$6,800.)

(2) Withdrawals Outside the Automated Required Minimum Distribution Service

If the Contract Owner withdraws the \$6,000 required minimum distribution amount for 2011 in December 2011 and makes no other withdrawals from September 2011 through August 2012, the Annual Increase Amount on September 1, 2012 will be \$101,200. This is calculated by increasing the Annual Increase Amount from September 1, 2011 (\$100,000) by the annual increase rate (7.2%) and subtracting the total amount withdrawn (\$6,000): $\$100,000 \text{ increased by } 7.2\% = \$107,200$; $\$107,200 - \$6,000 = \$101,200$.

If the Contract Owner withdraws the \$7,200 required minimum distribution amount for 2012 in January 2012 and makes no other withdrawals from September 2011 through August 2012, the Annual Increase Amount on September 1, 2012 will be \$100,000. This is calculated by increasing the Annual Increase Amount from September 1, 2011 (\$100,000) by the annual increase rate (7.2%) and subtracting the total amount withdrawn (\$7,200): $\$100,000 \text{ increased by } 7.2\% = \$107,200$; $\$107,200 - \$7,200 = \$100,000$.

(3) Withdrawals in Excess of the Required Minimum Distribution Amounts

Assume the Contract Owner withdraws \$7,250 on September 1, 2011 and makes no other withdrawals before the second Contract Anniversary. Because the \$7,250 withdrawal exceeds the required minimum distribution amounts for 2011 and 2012, the annual increase rate will be 5% and the Annual Increase Amount on the second Contract Anniversary (September 1, 2012) will be \$97,387.50. On September 1, 2011, the Annual Increase Amount is reduced by the value of the Annual Increase Amount immediately prior to the withdrawal (\$100,000) multiplied by the percentage reduction in Account Value attributed to the withdrawal (7.25%). Therefore, the new Annual Increase Amount is \$92,750 ($\$100,000 \times 7.25\% = \$7,250$; $\$100,000 - \$7,250 = \$92,750$). Assuming no other purchase payments or withdrawals are made before the second Contract Anniversary, the Annual Increase Amount on the second Contract Anniversary (September 1, 2012) will be \$97,387.50 (\$92,750 increased by 5% per year compounded annually).

(4) No Withdrawals

If the Contract Owner fulfills the minimum distribution requirements by making withdrawals from other IRA accounts and does not make any withdrawals from this Contract, the Annual Increase Amount on September 1, 2012 will be \$107,200. This is calculated by increasing the Annual Increase Amount from September 1, 2011 (\$100,000) by the annual increase rate (7.2%) and subtracting the total amount withdrawn from the Contract (\$0). If the Contract was issued in New York State, the Annual Increase Amount cannot exceed 270% of total purchase payments, or, if greater, 270% of the Annual Increase Amount as of the most recent Optional Step-Up.

II. Enhanced Death Benefit II

Contracts issued based on applications and necessary information that we receive, in good order, at your Administrative Office on and after July 19, 2010 may elect the optional Enhanced Death Benefit II. The Enhanced Death Benefit II is identical to the Enhanced Death Benefit described in the May 1, 2010 prospectus, with the following exceptions:

A. Charges

If you select the Enhanced Death Benefit II, and you are age 69 or younger at issue, we will assess a charge during the accumulation phase equal to 0.60% of the Death Benefit Base. If you are age 70-75 at issue, we will assess a charge during the accumulation phase equal to 1.15% of the Death Benefit Base.

If your Death Benefit Base is increased due to an Optional Step-Up, we may reset the charge to a rate that does not exceed the lower of: (a) the maximum Optional Step-Up Charge (1.50%) or (b) the current rate that we charge for the same optional benefit available for new Contract purchases at the time of the Optional Step-Up.

B. The “Death Benefit Base”

The Annual Increase Amount is the sum total of each purchase payment accumulated at the Annual Increase Rate each year, through the Contract Anniversary date immediately prior to your 91st birthday and 0% thereafter, reduced by the sum total of each withdrawal adjustment accumulated at the Annual Increase Rate each year from the date of withdrawal.

- For this purpose, including for first year required minimum distributions, all purchase payments credited within 120 days of the date we issued the Contract will be treated as if they were received on the date we issued the Contract.
- The Annual Increase Rate is the greatest of:
 - (i) 5%;
 - (ii) the total withdrawals during the Contract Year under the automated required minimum distribution service and/or the Systematic Withdrawal Program (up to a maximum of 5% of the Annual Increase Amount at the beginning of the Contract Year), divided by the Annual Increase Amount at the beginning of the Contract Year; or
 - (iii) the required minimum distribution amount for the previous calendar year or for this calendar year (whichever is greater), divided by the Annual Increase Amount at the beginning of the Contract Year.

On the first Contract Anniversary, “at the beginning of the Contract Year” means on the issue date; on a later Contract Anniversary, “at the beginning of the Contract Year” means on the prior Contract Anniversary.

Items (ii) and (iii) above only apply to IRAs and other Contracts subject to Section 401(a)(9) of the Internal Revenue Code.

If total withdrawals during a Contract Year exceed the greater of: (1) withdrawals under the automated required minimum distribution service, plus Systematic Withdrawal Program withdrawals up to a maximum of 5% of the Annual Increase Amount at the beginning of the Contract Year, or (2) the greater of the required minimum distribution amount for the previous calendar year or the current calendar year, items (ii) and (iii) above are not used to calculate the Annual Increase Rate and the Annual Increase Rate will be 5%.

- The withdrawal adjustment is the Annual Increase Amount immediately prior to the withdrawal multiplied by the percentage reduction in Account Value attributable to the withdrawal (pro-rata withdrawal) if total withdrawals in a Contract Year are greater than the Annual Increase Rate.
- If total withdrawals in a Contract Year are less than or equal to the Annual Increase Rate multiplied by the Annual Increase Amount at the beginning of the Contract Year and if these withdrawals are paid to you (or the annuitant, if the Contract is owned by a non-natural person) or to another payee we agree to, the total withdrawal adjustment for that Contract Year is the dollar amount of total withdrawals (dollar-for dollar withdrawal) in that Contract Year, treated as a single withdrawal at the end of that Contract Year.
- The Annual Increase Amount does not change after the Contract Anniversary on or following your 91st birthday, except that it is increased for each subsequent purchase payment and reduced proportionately by each withdrawal as described here where the Annual Increase Rate is set at 0%.

C. Use of Automated Required Minimum Distribution Service and Systematic Withdrawal Program With Enhanced Death Benefit II

For IRAs and other Contracts subject to Section 401(a)(9) of the Internal Revenue Code, you may be required to take withdrawals to fulfill minimum distribution requirements generally beginning at age 70½.

Used with the Enhanced Death Benefit II, our automated required minimum distribution service can help you fulfill minimum distribution requirements with respect to your Contract without reducing the Enhanced Death Benefit II death benefit base on a proportionate basis. (Reducing the death benefit base on a proportionate basis could have the effect of reducing or eliminating the value of the death benefit provided by the Enhanced Death Benefit II.) The automated required minimum distribution service calculates minimum distribution requirements with respect to your Contract and makes payments to you on a monthly, quarterly, semi-annual or annual basis.

Alternatively, you may choose to enroll in both the automated required minimum distribution service and the Systematic Withdrawal Program (see “Access to Your Money – Systematic Withdrawal Program” in the prospectus). In order to avoid taking withdrawals that could reduce the Death Benefit Base on a proportionate basis, withdrawals under the Systematic Withdrawal Program should not exceed 5% of the Annual Increase Amount at the beginning of the Contract Year. Any amounts above 5% of the Annual Increase Amount that need to be withdrawn to fulfill minimum distribution requirements can be paid out at the end of the calendar year by the automated required minimum distribution service. For example, if you enroll in the Systematic Withdrawal Program and elect to receive monthly payments totaling 5% of the Annual Increase Amount, you

should also enroll in the automated required minimum distribution service and elect to receive your automated required minimum distribution service payment on an annual basis, after the Systematic Withdrawal Program monthly payment in December.

If you enroll in either the automated required minimum distribution service or both the automated required minimum distribution service and the Systematic Withdrawal Program, you should not make additional withdrawals outside the programs. Additional withdrawals may result in the Enhanced Death Benefit II Death Benefit Base being reduced on a proportionate basis, and have the effect of reducing or eliminating the value of the death benefit provided by the Enhanced Death Benefit II optional benefit.

To enroll in the automated required minimum distribution service and/or the Systematic Withdrawal Program, please contact your Administrative Office.

D. Enhanced Death Benefit II Not Available With Decedent Contracts

The Enhanced Death Benefit II is not available for purchase by a beneficiary under a decedent's Non-Qualified Contract or IRA (or where otherwise offered, under any other contract which is being "stretched" by a beneficiary after the death of the owner or after the death of the annuitant in certain cases).(See "Death Benefit-Generally-'Stretch IRA' Contracts and 'Stretch Non-Qualified' Contracts".)

E. Enhanced Death Benefit II Examples

Assume an IRA Contract is issued on September 1, 2010 and the Enhanced Death Benefit II is selected. Assume that on the first Contract Anniversary (September 1, 2011), the Annual Increase Amount is \$100,000. Assume the required minimum distribution amount for 2011 with respect to this Contract is \$6,000, and the required minimum distribution amount for 2012 with respect to this Contract is \$7,200. Assume that on both the first Contract Anniversary (September 1, 2011) and the second Contract Anniversary (September 1, 2012) the Account Value is \$100,000. On the second Contract Anniversary, the annual increase rate is the greatest of

- (a) 5%;
- (b) the total withdrawals during the Contract Year under the automated required minimum distribution service and/or the Systematic Withdrawal Program (up to a maximum of 5% of the Annual Increase Amount at the beginning of the Contract Year), divided by the Annual Increase Amount at the beginning of the Contract Year ; or
- (c) the required minimum distribution amount for 2011 (\$6,000) or for 2012 (\$7,200), whichever is greater, divided by the Annual Increase Amount as of September 1, 2011 (\$100,000).

Because \$7,200 (the required minimum distribution amount for 2012) is greater than \$6,000 (the required minimum amount for 2011), (c) is equal to \$7,200 divided by \$100,000 or 7.2%.

(1) Withdrawals Through the Automated Required Minimum Distribution Service

If the Contract Owner enrolls in the automated required minimum distribution service and elects monthly withdrawals, the Contract Owner will receive \$6,800 over the second Contract Year (from September 2011 through August 2012). Assuming the Contract Owner makes no withdrawals outside the automated required minimum distribution service, on September 1, 2012, the Annual Increase Amount will be increased to \$100,400. This is calculated by increasing the Annual Increase Amount from September 1, 2011 (\$100,000) by the annual increase rate (7.2%) and subtracting the total amount withdrawn through the automated required minimum distribution service (\$6,800): $\$100,000 \text{ increased by } 7.2\% = \$107,200$; $\$107,200 - \$6,800 = \$100,400$.

(Why does the Contract Owner receive \$6,800 under the automated required minimum distribution service in this example? From September through December 2011, the Contract Owner receives \$500 per month (\$500 equals the \$6,000 required minimum distribution amount for 2011 divided by 12). From January through August 2012, the Contract Owner receives \$600 per month (\$600 equals the \$7,200 required minimum distribution amount for 2012 divided by 12). The Contract Owner receives \$2,000 in 2011 and \$4,800 in 2012, for a total of \$6,800.)

(2) Withdrawals Outside the Automated Required Minimum Distribution Service

If the Contract Owner withdraws the \$6,000 required minimum distribution amount for 2011 in December 2011 and makes no other withdrawals from September 2011 through August 2012, the Annual Increase Amount on September 1, 2012 will be \$101,200. This is calculated by increasing the Annual Increase Amount from September 1, 2011 (\$100,000) by the annual increase rate (7.2%) and subtracting the total amount withdrawn (\$6,000): $\$100,000 \text{ increased by } 7.2\% = \$107,200$; $\$107,200 - \$6,000 = \$101,200$.

If the Contract Owner withdraws the \$7,200 required minimum distribution amount for 2012 in January 2012 and makes no other withdrawals from September 2011 through August 2012, the Annual Increase Amount on September 1, 2012 will be \$100,000. This is calculated by increasing the Annual Increase Amount from September 1, 2011 (\$100,000) by the annual increase rate (7.2%) and subtracting the total amount withdrawn (\$7,200): $\$100,000 \text{ increased by } 7.2\% = \$107,200$; $\$107,200 - \$7,200 = \$100,000$.

(3) Withdrawals in Excess of the Required Minimum Distribution Amounts

Assume the Contract Owner withdraws \$7,250 on September 1, 2011 and makes no other withdrawals before the second Contract Anniversary. Because the \$7,250 withdrawal exceeds the required minimum distribution amounts for 2011 and 2012, the annual increase rate will be 5% and the Annual Increase Amount on the second Contract Anniversary (September 1, 2012) will be \$97,387.50. On September 1, 2011, the Annual Increase Amount is reduced by the value of the Annual Increase Amount immediately prior to the withdrawal (\$100,000) multiplied by the percentage reduction in Account Value attributed to the withdrawal (7.25%). Therefore, the new Annual Increase Amount is \$92,750 ($\$100,000 \times 7.25\% = \$7,250$; $\$100,000 - \$7,250 = \$92,750$). Assuming no other purchase payments or withdrawals are made before the second Contract

Anniversary, the Annual Increase Amount on the second Contract Anniversary (September 1, 2012) will be \$97,387.50 (\$92,750 increased by 5% per year compounded annually).

(4) No Withdrawals

If the Contract Owner fulfills the minimum distribution requirements by making withdrawals from other IRA accounts and does not make any withdrawals from this Contract, the Annual Increase Amount on September 1, 2012 will be \$107,200. This is calculated by increasing the Annual Increase Amount from September 1, 2011 (\$100,000) by the annual increase rate (7.2%) and subtracting the total amount withdrawn from the Contract (\$0)

III. LIFETIME WITHDRAWAL GUARANTEE II

As of July 19, 2010, for Contracts issued in all states where the Lifetime Withdrawal Guarantee II optional benefit is approved, except New York, the 7.25% Compounding Income Amount is eliminated.

All references in the prospectus to the Lifetime Withdrawal Guarantee II optional benefit available with the 7.25% Compounding Income Amount are amended to conform to changes in this supplement.

THIS SUPPLEMENT SHOULD BE READ AND RETAINED FOR FUTURE REFERENCE

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Preference PremierSM Variable Annuity Contracts Issued by Metropolitan Life Insurance Company

This Prospectus describes individual Preference PremierSM contracts for deferred variable annuities ("Contracts").

You decide how to allocate your money among the various available investment choices. The investment choices available to you are listed in your Contract. Your choices may include the Fixed Account (not offered or described in this Prospectus) and investment divisions available through Metropolitan Life Separate Account E which, in turn, invest in the following corresponding portfolios of the Metropolitan Series Fund, Inc. ("Metropolitan Fund"), portfolios of the Met Investors Series Trust ("Met Investors Fund") and funds of the American Funds Insurance Series[®] ("American Funds[®]"). For convenience, the portfolios and the funds are referred to as "Portfolios" in this Prospectus.

American Funds [®]	
American Funds Global Small Capitalization	American Funds Growth-Income
Met Investors Fund	
American Funds Balanced Allocation	Met/Franklin Income
American Funds Bond	Met/Franklin Mutual Shares
American Funds Growth Allocation	Met/Franklin Templeton Founding Strategy
American Funds Growth	Met/Templeton Growth
American Funds Moderate Allocation	Met/Templeton International Bond
BlackRock Large Cap Core	MFS [®] Emerging Markets Equity
Clarion Global Real Estate	MFS [®] Research International
Dreman Small Cap Value	Morgan Stanley Mid Cap Growth
Harris Oakmark International	Oppenheimer Capital Appreciation
Invesco Small Cap Growth	PIMCO Inflation Protected Bond
Janus Forty	PIMCO Total Return
Lazard Mid Cap	Pioneer Strategic Income — Class E
Legg Mason ClearBridge Aggressive Growth	RCM Technology
Legg Mason Value Equity	SSgA Growth and Income ETF
Loomis Sayles Global Markets	SSgA Growth ETF
Lord Abbett Bond Debenture	T. Rowe Price Mid Cap Growth
Met/Eaton Vance Floating Rate	
Metropolitan Fund	
Artio International Stock	MetLife Mid Cap Stock Index
Bardays Capital Aggregate Bond Index	MetLife Moderate Allocation
BlackRock Aggressive Growth	MetLife Moderate to Aggressive Allocation
BlackRock Bond Income	MetLife Stock Index
BlackRock Large Cap Value	MFS [®] Total Return
BlackRock Legacy Large Cap Growth	MFS [®] Value
BlackRock Money Market	Morgan Stanley EAFE [®] Index
Davis Venture Value	Neuberger Berman Genesis
Jennison Growth	Neuberger Berman Mid Cap Value
Loomis Sayles Small Cap Core	Oppenheimer Global Equity
Met/Artisan Mid Cap Value	Russell 2000 [®] Index
Met/Dimensional International Small Company	T. Rowe Price Small Cap Growth
MetLife Aggressive Allocation	Van Eck Global Natural Resources
MetLife Conservative Allocation	Western Asset Management U.S. Government
MetLife Conservative to Moderate Allocation	

How to learn more:

Before investing, read this Prospectus. The Prospectus contains information about the Contracts and Metropolitan Life Separate Account E which you should know before investing. Keep this Prospectus for future reference. For more information, request a copy of the Statement of Additional Information ("SAI"), dated May 1, 2010. The SAI is considered part of this Prospectus as though it were included in the Prospectus. The Table of Contents of the SAI appears on page 129 of this Prospectus. To view and download the SAI, please visit our website www.metlife.com. To request a free copy of the SAI or to ask questions, write or call:

If purchased through a MetLife sales representative:

Metropolitan Life Insurance Company
Attn: Fulfillment Unit - Preference Premier
PO Box 10342
Des Moines, IA 50306-0342
(800) 638-7732

If purchased through a New England Financial[®] sales representative:

Metropolitan Life Insurance Company
Attn: Fulfillment Unit Preference Premier
PO Box 14594
Des Moines, IA 50306-0342

Contracts Available:

- Non-Qualified
- Traditional IRA
- Roth IRA

Classes Available for each Contract

- B
- B Plus
- C
- L
- R

A word about investment risk:

An investment in any of these variable annuities involves investment risk. You could lose money you invest. Money invested is NOT:

- a bank deposit or obligation;
- federally insured or guaranteed; or
- endorsed by any bank or other financial institution.

Each class of the Contracts has its own Separate Account charge and withdrawal charge schedule. Each provides the opportunity to invest for retirement. The expenses for a B Plus Class Contract may be higher than similar contracts without a bonus. The purchase payment credits may be more than offset by the higher expenses for the B Plus Class.

The Securities and Exchange Commission has a Web site (<http://www.sec.gov>) which you may visit to view this Prospectus, SAI and other information. The Securities and Exchange Commission has not approved or disapproved these securities or determined if this Prospectus is truthful or complete. Any representation otherwise is a criminal offense.

You should read carefully the current Metropolitan Fund, Met Investors Fund and American Funds® prospectuses before purchasing a Contract. Copies of these prospectuses will accompany or precede the delivery of your Contract, unless you elect to register for **MetLife eDelivery®**, in which case they will be delivered electronically to you. You can also obtain copies of the prospectuses for the Portfolios by calling us or writing to us at the appropriate phone number or address below.

If you purchased your Contract through a
MetLife sales representative:

Metropolitan Life Insurance Company
Attn: Fulfillment Unit - Preference Premier
P O Box 10342
Des Moines, IA 50306-0342
800-638-7732

If you purchased your Contract through a
New England Financial® sales representative:

Metropolitan Life Insurance Company
Attn: Fulfillment Unit - Preference Premier
P O Box 14594
Des Moines, IA 50306-0342
800-435-4117

Electronic Delivery. You may elect to register for **eSERVICESM**, which will allow you to do the following:

- view a consolidated account summary of your available products,
- track the performance of your investments,
- perform select transactions such as funding option transfers and address changes, and
- receive electronic delivery of Contract and Portfolio prospectuses, and annual and semi-annual reports for the Portfolios, and other related documents through **MetLife eDelivery®**.

For more information and/or to enroll, please log on to <https://eservice.metlife.com>.

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The Contracts are not intended to be offered anywhere that they may not be lawfully offered and sold. MetLife has not authorized any information or representations about the Contracts other than the information in this Prospectus, any supplements to this Prospectus or any supplemental sales material we authorize.

Important Terms You Should Know

Account Value

When you purchase a Contract, an account is set up for you. Your Account Value is the total amount of money credited to you under your Contract including money in the investment divisions of the Separate Account, the Fixed Account and the Enhanced Dollar Cost Averaging Program.

Accumulation Unit Value

In the Contract, money paid-in or transferred into an investment division of the Separate Account is credited to you in the form of accumulation units for each investment division. We determine the value of these accumulation units at the close of the Exchange (see definition below) each day the Exchange is open for regular trading. The Exchange usually closes at 4 p.m. Eastern Time but may close earlier or later. The values increase or decrease based on the investment performance of the corresponding underlying Portfolios.

Administrative Office

Your Administrative Office is the MetLife office that will generally handle the administration of all your requests concerning your Contract. Your Contract will indicate the address of your Administrative Office. We will notify you if there is a change in the address of your Administrative Office. The telephone number to initiate a request is 800-638-7732.

Annuitant

The natural person whose life is the measure for determining the duration and the dollar amount of income payments.

Annuity Unit Value

With a variable pay-out option, the money paid-in or reallocated into an investment division of the Separate Account is held in the form of annuity units. Annuity units are established for each investment division. We determine the value of these annuity units at the close of the Exchange each day the Exchange is open for regular trading. The Exchange usually closes at 4 p.m. Eastern Time but may close earlier or later. The values increase or decrease based on the investment performance of the corresponding underlying Portfolios.

Assumed Investment Return (AIR)

Under a variable pay-out option, the AIR is the assumed percentage rate of return used to determine the amount of the first variable income payment. The AIR is also the benchmark that is used to calculate the investment performance of a given investment division to determine all subsequent payments to you.



Beneficiary

The person or persons who receives a benefit, including continuing payments or a lump sum payment, if the Contract owner dies.

Contract

A Contract is the legal agreement between you and MetLife. This document contains relevant provisions of your deferred variable annuity. MetLife issues Contracts for each of the annuities described in this Prospectus.

Contract Anniversary

An anniversary of the date we issue the Contract.

Contract Owner

The person or entity which has all rights including the right to direct who receives income payments.

Contract Year

The Contract Year is the one year period starting on the date we issue the Contract and each Contract Anniversary thereafter.

Exchange

In this Prospectus, the New York Stock Exchange is referred to as the “Exchange.”

Good Order

A request or transaction generally is considered in “good order” if it complies with our administrative procedures and the required information is complete and correct. A request or transaction may be rejected or delayed if not in good order. If you have any questions, you should contact us or your sales representative before submitting the form or request.

Investment Division

Investment divisions are subdivisions of the Separate Account. When you allocate a purchase payment, transfer money or make reallocations of your income payment to an investment division, the investment division purchases shares of a Portfolio (with the same name) within the Metropolitan Fund, the Met Investors Fund or the American Funds®.

MetLife

MetLife is Metropolitan Life Insurance Company which is the company that issues the Contracts. Throughout this Prospectus, MetLife is also referred to as “we,” “us” or “our.”

Separate Account

A separate account is an investment account. All assets contributed to investment divisions under the Contracts are pooled in the Separate Account and maintained for the benefit of investors in the Contracts.

Variable Annuity

An annuity in which returns/income payments are based upon the performance of investments such as stocks and bonds held by one or more underlying Portfolios. You assume the investment risk for any amounts allocated to the investment divisions in a variable annuity.

Withdrawal Charge

The withdrawal charge is the amount we deduct from your Account Value, if you withdraw money prematurely from the Contract. This charge is often referred to as a deferred sales load or back-end sales load.

You

In this Prospectus “you” is the owner of the Contract and can be a natural person, a trust established for the exclusive benefit of a natural person, a charitable remainder trust or other trust arrangement (if approved by MetLife). “You” can also be a beneficiary of a deceased person’s Individual Retirement Account Contract or non-qualified Contract who purchases the Contract in his or her capacity as beneficiary. A Contract generally may have two owners (both of whom must be individuals). The Contract is not available to corporations or other business organizations.

TABLE OF EXPENSES—Preference Premier

The following tables describe the expenses you will pay when you buy, hold or withdraw amounts from your Contract. The first table describes charges you will pay at the time you purchase the Contract, make withdrawals from your Contract or make transfers between the investment divisions. The tables do not show premium taxes (See Appendix A) and other taxes which may apply. There are no fees for the Fixed Account and the Enhanced Dollar Cost Averaging Program.

Table 1 — Contract Owner Transaction Expenses

Sales Charge Imposed on Purchase Payments	None
Withdrawal Charge (as a percentage of each purchase payment) (1)	Up to 8%
Transfer Fee (2)	Maximum Guaranteed Charge: \$25
	Current Charge: None

The second set of tables describes the fees and expenses that you will bear periodically during the time you hold the Contract, but does not include fees and expenses for the Portfolios.

Table 2(a) — Fees Deducted on Each Contract Anniversary

Annual Contract Fee (3)	\$30
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Table 2(b) — Separate Account Charge

See Additional Optional Death Benefits below for an additional optional death benefit, the Enhanced Death Benefit, for which the charge is assessed on the Death Benefit Base and deducted annually from your Account Value.

Current Annual Separate Account Charge (as a percentage of your average Account Value) for American Funds Growth-Income and American Funds Global Small Capitalization Divisions (4)					
Death Benefit	B CLASS	B PLUS CLASS (5)	C CLASS	L CLASS	R CLASS
Standard Death Benefit	1.50%	2.05%	1.90%	1.75%	1.40%
Optional Annual Step-Up Benefit	1.70%	2.25%	2.10%	1.95%	1.60%
Optional Earnings Preservation Benefit (6) . . . . .	.25%	.25%	.25%	.25%	.25%

Current Annual Separate Account Charge (as a percentage of your average Account Value) for all investment divisions except the American Funds Growth-Income and American Funds Global Small Capitalization Divisions (4)					
Death Benefit	B CLASS	B PLUS CLASS (5)	C CLASS	L CLASS	R CLASS
Standard Death Benefit	1.25%	1.80%	1.65%	1.50%	1.15%
Optional Annual Step-Up Benefit	1.45%	2.00%	1.85%	1.70%	1.35%
Optional Earnings Preservation Benefit (6) . . . . .	.25%	.25%	.25%	.25%	.25%

Table 2(c) — Additional Optional Death Benefits

Enhanced Death Benefit (Prior to Optional Step-Up) (issue age 69 or younger) (7)	0.75% of the Death Benefit Base
Enhanced Death Benefit (Prior to Optional Step-Up) (issue age 70-75) (7)	0.95% of the Death Benefit Base
Enhanced Death Benefit (Maximum upon Optional Step-Up) (7)	1.50% of the Death Benefit Base

Table 2(d) — Optional Guaranteed Income Benefits (8)

Guaranteed Minimum Income Benefit Plus II (Prior to Optional Step-Up/Reset) (9)	1.00% of the Income Base
Guaranteed Minimum Income Benefit Plus II (Maximum upon Optional Step-Up/Reset) (9)	1.50% of the Income Base
Guaranteed Minimum Income Benefit II (9)	0.50% of the Income Base

Table 2(e) — Optional Guaranteed Withdrawal Benefits

<i>Lifetime Withdrawal Guarantee Benefits</i>	
Lifetime Withdrawal Guarantee II (Single Life Version) (Prior to Automatic Annual Step-Up) (10)	1.25% of the Total Guaranteed Withdrawal Amount
Lifetime Withdrawal Guarantee II (Single Life Version) (Maximum upon Automatic Annual Step-Up) (10)	1.60% of the Total Guaranteed Withdrawal Amount
Lifetime Withdrawal Guarantee II (Joint Life Version) (Prior to Automatic Annual Step-Up) (10)	1.50% of the Total Guaranteed Withdrawal Amount
Lifetime Withdrawal Guarantee II (Joint Life Version) (Maximum upon Automatic Annual Step-Up) (10)	1.80% of the Total Guaranteed Withdrawal Amount
<i>Guaranteed Withdrawal Benefits</i>	
Enhanced Guaranteed Withdrawal Benefit (Prior to Optional Reset) (11)	0.55% of the Guaranteed Withdrawal Amount
Enhanced Guaranteed Withdrawal Benefit (Maximum upon Optional Reset) (11)	1.00% of the Guaranteed Withdrawal Amount

The third table shows the minimum and maximum total operating expenses charged by the Portfolios, as well as the operating expenses for each Portfolio, that you may bear periodically while you hold the Contract. All of the Portfolios listed below are Class B except for the Portfolios of the American Funds®, which are Class 2, the American Funds Balanced Allocation, American Funds Bond, American Funds Growth Allocation, American Funds Growth and American Funds Moderate Allocation Portfolios of the Met Investors Fund, which are Class C, and the Pioneer Strategic Income Portfolio of the Met Investors Fund, which is Class E. Certain Portfolios may impose a redemption fee in the future. More details concerning the Metropolitan Fund, the Met Investors Fund and the American Funds® fees and expenses are contained in their respective prospectuses.

Table 3 — Portfolio Operating Expenses

	Minimum (Does not take into consideration any American Funds® Portfolio, for which an additional separate account charge applies.)	Maximum
Total Annual Metropolitan Fund, Met Investors Fund and American Funds® Operating Expenses for the fiscal year ending December 31, 2009 (expenses that are deducted from these Fund's assets include management fees, distribution fees (12b-1 fees) and other expenses).	0.53%	1.42%

Notes

- ¹ A withdrawal charge may apply if you withdraw purchase payments that were credited to your Contract. The charges on purchase payments for each class is calculated according to the following schedule:

IF WITHDRAWN DURING YEAR	B CLASS	B Plus CLASS	C CLASS	L CLASS	R CLASS
1	7%	8%	None	7%	8%
2	6%	8%		6%	8%
3	6%	7%		5%	7%
4	5%	6%		0%	6%
5	4%	5%		0%	5%
6	3%	4%		0%	4%
7	2%	3%		0%	3%
8	0%	2%		0%	2%
9	0%	1%		0%	1%
Thereafter	0%	0%		0%	0%

There are times when the withdrawal charge does not apply. For example, you may always withdraw earnings without a withdrawal charge. After the first Contract Year, you may also withdraw up to 10% of your total purchase payments without a withdrawal charge.

- ² We reserve the right to limit transfers as described later in this Prospectus. We reserve the right to impose a transfer fee. The amount of this fee will be no greater than \$25 per transfer.
- ³ This fee is waived if the Account Value is \$50,000 or more. Regardless of the amount of your Account Value, the entire fee will be deducted if you take a total withdrawal of your Account Value. During the pay-out phase, we reserve the right to deduct this fee.
- ⁴ You pay the Separate Account charge with the Standard Death Benefit for your class of the Contract during the pay-out phase of your Contract except that the Separate Account charge during the pay-out phase for the B Plus Class is 1.25% (1.50% for amounts allocated to the American Funds Investment Divisions). We reserve the right to impose an additional Separate Account charge on investment divisions that we add to the Contract in the future. The additional amount will not exceed the annual rate of 0.25% of the average Account Value in any such investment divisions as shown in the table labeled "Current Separate Account Charge for the American Funds Investment Divisions".
- ⁵ The Separate Account charge for the B Plus Class will be reduced by 0.55% to 1.25% for the Standard Death Benefit (1.50% for amounts held in the American Funds Investment Divisions) after you have held the Contract for 9 years. Similarly, the Separate Account charge will be reduced by 0.55% to 1.45% for the Annual Step-Up Death Benefit (1.70% for amounts held in the American Funds Investment Divisions) after you have held the Contract for nine years.
- ⁶ The Separate Account charge for the Earnings Preservation Benefit is in addition to the Separate Account charge for your class of the Contract with the death benefit you have chosen. You pay the Separate Account charge designated under the appropriate class for the Standard Death Benefit or the Optional Annual Step-Up Death Benefit.
- ⁷ The charge for the Enhanced Death Benefit is a percentage of your Death Benefit Base, as defined later in this Prospectus. You do not pay this charge once you are in the pay-out phase of your Contract or after your rider terminates. Charges may increase upon an Optional Step-Up or Optional Reset, but they will not exceed the maximum charges listed in this table. If, at the time your Contract was issued, the current charge for the rider was equal to the maximum rider charge, that rider will not increase upon an Optional Step-Up or Reset. Different charges for the Enhanced Death Benefit and Enhanced Death Benefit purchased with the Guaranteed Minimum Income Benefit Plus II were in effect prior to May 4, 2009. (See Enhanced Death Benefit for more information.)
- ⁸ You may not have a Guaranteed Withdrawal Benefit or a Guaranteed Minimum Income Benefit in effect at the same time. You may not have the Enhanced Death Benefit in effect with any living benefit rider except the Guaranteed Minimum Income Benefit Plus II.
- ⁹ For Contracts issued in New York State only, the Guaranteed Minimum Income Benefit Plus II charge (prior to Optional Step-Up/Reset) is 0.95%. The charge for the Guaranteed Minimum Income Benefit is a percentage of your guaranteed minimum income base, as defined later in this Prospectus. You do not pay this charge once you are in the pay-out phase of your Contract, or after your rider terminates. Charges may increase upon an Optional Step-Up or Optional Reset, but they will not exceed the maximum charges listed in this table. If, at the time your Contract was issued, the current charge for the rider was equal to the maximum rider charge, that rider will not increase upon an Optional Step-Up or Reset. Sales of the Guaranteed Minimum Income Benefit II are suspended. (See Guaranteed Income Benefits for more information.)
- ¹⁰ The charge for the Lifetime Withdrawal Guarantee II is a percentage of your Total Guaranteed Withdrawal Amount, as defined later in this Prospectus. You do not pay this charge once you are in the pay-out phase of your Contract, or after your rider terminates. Charges may increase upon an Optional Step-Up or Optional Reset, but they will not exceed the maximum charges listed in this table. If, at the time your Contract was issued, the current charge for the rider was equal to the maximum rider charge, that rider will not increase upon an Optional Step-Up or Reset. (See Guaranteed Withdrawal Benefits for more information.)
- ¹¹ The charge for the Enhanced Guaranteed Withdrawal Benefit is a percentage of your Guaranteed Withdrawal Amount, as defined later in this Prospectus. You do not pay this charge once you are in the pay-out phase of your Contract, or after your rider terminates. Charges may increase upon an Optional Step-Up or Optional Reset, but they will not exceed the maximum charges listed in this table. If, at the time your Contract was issued, the current charge for the rider was equal to the maximum rider charge, that rider will not increase upon an Optional Step-Up or Reset. (See Guaranteed Withdrawal Benefits for more information.)

Table 4—Portfolio Fees and Expenses as of December 31, 2009 (unless otherwise noted)
(as a percentage of average daily net assets).

American Funds — Class 2							
	MANAGEMENT FEE	DISTRIBUTION AND/OR SERVICE (12B-1) FEES	OTHER EXPENSES	ACQUIRED FUND FEES AND EXPENSES*	TOTAL ANNUAL OPERATING EXPENSES	CONTRACTUAL FEE WAIVER AND/OR EXPENSE REIMBURSEMENT	NET TOTAL ANNUAL OPERATING EXPENSES**
American Funds Global Small Capitalization Fund	0.72%	0.25%	0.04%	—	1.01%	—	1.01%
American Funds Growth-Income Fund	0.28%	0.25%	0.01%	—	0.54%	—	0.54%
Met Investors Fund							
	MANAGEMENT FEE	DISTRIBUTION AND/OR SERVICE (12B-1) FEES	OTHER EXPENSES	ACQUIRED FUND FEES AND EXPENSES*	TOTAL ANNUAL OPERATING EXPENSES	CONTRACTUAL FEE WAIVER AND/OR EXPENSE REIMBURSEMENT	NET TOTAL ANNUAL OPERATING EXPENSES**
American Funds Balanced Allocation Portfolio — Class C . .	0.08%	0.55%	0.02%	0.39%	1.04%	—	1.04% ¹
American Funds Bond Portfolio — Class C	—	0.55%	0.14%	0.39%	1.08%	0.04%	1.04% ²
American Funds Growth Allocation Portfolio — Class C . .	0.08%	0.55%	0.02%	0.38%	1.03%	—	1.03% ¹
American Funds Growth Portfolio — Class C	—	0.55%	0.10%	0.35%	1.00%	—	1.00%
American Funds Moderate Allocation Portfolio — Class C . .	0.09%	0.55%	0.03%	0.39%	1.06%	0.02%	1.04% ³
BlackRock Large Cap Core Portfolio — Class B	0.59%	0.25%	0.06%	—	0.90%	—	0.90%
Clarion Global Real Estate Portfolio — Class B	0.64%	0.25%	0.09%	—	0.98%	—	0.98%
Dreman Small Cap Value Portfolio — Class B	0.79%	0.25%	0.10%	—	1.14%	—	1.14%
Harris Oakmark International Portfolio — Class B	0.79%	0.25%	0.05%	—	1.09%	—	1.09%
Invesco Small Cap Growth Portfolio — Class B	0.86%	0.25%	0.04%	—	1.15%	—	1.15%
Janus Forty Portfolio — Class B	0.64%	0.25%	0.04%	—	0.93%	—	0.93%
Lazard Mid Cap Portfolio — Class B	0.70%	0.25%	0.04%	—	0.99%	—	0.99%
Legg Mason ClearBridge Aggressive Growth Portfolio — Class B	0.64%	0.25%	0.03%	—	0.92%	—	0.92%
Legg Mason Value Equity Portfolio — Class B	0.64%	0.25%	0.07%	—	0.96%	—	0.96%
Loomis Sayles Global Markets Portfolio — Class B	0.69%	0.25%	0.07%	—	1.01%	—	1.01%
Lord Abbett Bond Debenture Portfolio — Class B	0.51%	0.25%	0.04%	—	0.80%	—	0.80%
Met/Eaton Vance Floating Rate Portfolio — Class B	0.61%	0.25%	0.16%	—	1.02%	—	1.02% ⁴
Met/Franklin Income Portfolio — Class B	0.79%	0.25%	0.14%	—	1.18%	—	1.18%
Met/Franklin Mutual Shares Portfolio — Class B	0.80%	0.25%	0.10%	—	1.15%	—	1.15%
Met/Franklin Templeton Founding Strategy Portfolio — Class B	0.05%	0.25%	0.03%	0.84%	1.17%	0.03%	1.14% ⁵
Met/Templeton Growth Portfolio — Class B	0.69%	0.25%	0.18%	—	1.12%	0.07%	1.05% ⁶
Met/Templeton International Bond Portfolio — Class B . .	0.60%	0.25%	0.13%	—	0.98%	—	0.98%
MFS® Emerging Markets Equity Portfolio — Class B	0.99%	0.25%	0.18%	—	1.42%	—	1.42%
MFS® Research International Portfolio — Class B	0.71%	0.25%	0.10%	—	1.06%	—	1.06%
Morgan Stanley Mid Cap Growth Portfolio — Class B	0.70%	0.25%	0.20%	—	1.15%	—	1.15%

Met Investors Fund

	MANAGEMENT FEE	DISTRIBUTION AND/OR SERVICE (12B-1) FEES	OTHER EXPENSES	ACQUIRED FUND FEES AND EXPENSES*	TOTAL ANNUAL OPERATING EXPENSES	CONTRACTUAL FEE WAIVER AND/OR EXPENSE REIMBURSEMENT	NET TOTAL ANNUAL OPERATING EXPENSES**
Oppenheimer Capital Appreciation Portfolio — Class B . . .	0.60%	0.25%	0.07%	—	0.92%	—	0.92%
PIMCO Inflation Protected Bond Portfolio — Class B	0.48%	0.25%	0.05%	—	0.78%	—	0.78%
PIMCO Total Return Portfolio — Class B	0.48%	0.25%	0.04%	—	0.77%	—	0.77%
Pioneer Strategic Income Portfolio — Class E	0.60%	0.15%	0.06%	—	0.81%	—	0.81%
RCM Technology Portfolio — Class B	0.88%	0.25%	0.08%	—	1.21%	—	1.21%
SSgA Growth and Income ETF Portfolio — Class B	0.33%	0.25%	0.07%	0.21%	0.86%	0.03%	0.83% ⁷
SSgA Growth ETF Portfolio — Class B	0.33%	0.25%	0.10%	0.22%	0.90%	0.03%	0.87% ⁸
T. Rowe Price Mid Cap Growth Portfolio — Class B	0.75%	0.25%	0.04%	—	1.04%	—	1.04%

Metropolitan Fund — Class B

	MANAGEMENT FEE	DISTRIBUTION AND/OR SERVICE (12B-1) FEES	OTHER EXPENSES	ACQUIRED FUND FEES AND EXPENSES*	TOTAL ANNUAL OPERATING EXPENSES	CONTRACTUAL FEE WAIVER AND/OR EXPENSE REIMBURSEMENT	NET TOTAL ANNUAL OPERATING EXPENSES**
Artio International Stock Portfolio	0.83%	0.25%	0.13%	0.03%	1.24%	0.03%	1.21% ⁹
Barclays Capital Aggregate Bond Index Portfolio	0.25%	0.25%	0.05%	—	0.55%	0.01%	0.54% ¹⁰
BlackRock Aggressive Growth Portfolio	0.73%	0.25%	0.06%	—	1.04%	—	1.04%
BlackRock Bond Income Portfolio	0.38%	0.25%	0.05%	—	0.68%	0.03%	0.65% ¹¹
BlackRock Large Cap Value Portfolio	0.64%	0.25%	0.03%	—	0.92%	—	0.92%
BlackRock Legacy Large Cap Growth Portfolio	0.73%	0.25%	0.10%	—	1.08%	0.01%	1.07% ¹²
BlackRock Money Market Portfolio	0.32%	0.25%	0.02%	—	0.59%	0.01%	0.58% ¹³
Davis Venture Value Portfolio	0.71%	0.25%	0.03%	—	0.99%	0.05%	0.94% ¹⁴
Jennison Growth Portfolio	0.62%	0.25%	0.04%	—	0.91%	0.04%	0.87% ¹⁵
Loomis Sayles Small Cap Core Portfolio	0.90%	0.25%	0.09%	—	1.24%	0.05%	1.19% ¹⁶
Met/Artisan Mid Cap Value Portfolio	0.82%	0.25%	0.05%	—	1.12%	—	1.12% ¹⁷
Met/Dimensional International Small Company Portfolio	0.81%	0.25%	0.19%	—	1.25%	—	1.25%
MetLife Aggressive Allocation Portfolio	0.10%	0.25%	0.04%	0.74%	1.13%	0.04%	1.09% ¹⁸
MetLife Conservative Allocation Portfolio	0.10%	0.25%	0.02%	0.58%	0.95%	0.02%	0.93% ¹⁸
MetLife Conservative to Moderate Allocation Portfolio	0.09%	0.25%	0.01%	0.63%	0.98%	—	0.98% ¹⁹
MetLife Mid Cap Stock Index Portfolio	0.25%	0.25%	0.10%	0.01%	0.61%	0.01%	0.60% ¹⁰
MetLife Moderate Allocation Portfolio	0.07%	0.25%	—	0.67%	0.99%	—	0.99% ¹⁹
MetLife Moderate to Aggressive Allocation Portfolio	0.07%	0.25%	—	0.71%	1.03%	—	1.03% ¹⁹
MetLife Stock Index Portfolio	0.25%	0.25%	0.03%	—	0.53%	0.01%	0.52% ¹⁰
MFS® Total Return Portfolio	0.54%	0.25%	0.06%	—	0.85%	—	0.85%
MFS® Value Portfolio	0.71%	0.25%	0.03%	—	0.99%	0.08%	0.91% ²⁰
Morgan Stanley EAFE® Index Portfolio	0.30%	0.25%	0.14%	0.01%	0.70%	0.01%	0.69% ²¹
Neuberger Berman Genesis Portfolio	0.85%	0.25%	0.09%	—	1.19%	0.03%	1.16% ²²

Metropolitan Fund — Class B

	MANAGEMENT FEE	DISTRIBUTION AND/OR SERVICE (12B-1) FEES	OTHER EXPENSES	ACQUIRED FUND FEES AND EXPENSES*	TOTAL ANNUAL OPERATING EXPENSES	CONTRACTUAL FEE WAIVER AND/OR EXPENSE REIMBURSEMENT	NET TOTAL ANNUAL OPERATING EXPENSES**
Neuberger Berman Mid Cap Value Portfolio . . .	0.65%	0.25%	0.07%	—	0.97%	—	0.97%
Oppenheimer Global Equity Portfolio	0.53%	0.25%	0.11%	—	0.89%	—	0.89%
Russell 2000® Index Portfolio	0.25%	0.25%	0.10%	—	0.60%	0.01%	0.59% ¹⁰
T. Rowe Price Small Cap Growth Portfolio	0.51%	0.25%	0.11%	—	0.87%	—	0.87%
Van Eck Global Natural Resources Portfolio . . .	0.79%	0.25%	0.06%	0.02%	1.12%	—	1.12%
Western Asset Management U.S. Government Portfolio	0.48%	0.25%	0.04%	—	0.77%	0.01%	0.76% ²³

* Acquired Fund Fees and Expenses are fees and expenses incurred indirectly by a portfolio as a result of investing in shares of one or more underlying portfolios.

** Net Total Annual Operating Expenses do not reflect: (1) voluntary waivers of fees or expenses; (2) contractual waivers that are in effect for less than one year from the date of this Prospectus; or (3) expense reductions resulting from custodial fee credits or directed brokerage arrangements.

¹ The Portfolio is a “fund of funds” that invests substantially all of its assets in portfolios of the American Funds Insurance Series. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. Pursuant to an amended advisory agreement, management fees have been restated to reflect current fees as if they were in effect during the entire fiscal year ended December 31, 2009.

² MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 to April 30, 2011, to limit its fee and to reimburse expenses to the extent necessary to limit total annual operating expenses (excluding acquired fund fees and expenses and 12b-1 fees) to 0.10% .

³ The Portfolio is a “fund of funds” that invests substantially all of its assets in portfolios of the American Funds Insurance Series. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. Pursuant to an amended advisory agreement, management fees have been restated to reflect current fees as if they were in effect during the entire fiscal year ended December 31, 2009. MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 to April 30, 2011, to limit its fee and to reimburse expenses to the extent necessary to limit total annual operating expenses (excluding acquired fund fees and expenses and 12b-1 fees) to 0.10% .

⁴ The fees and expenses of the Portfolio are estimated for the year ending December 31, 2010.

⁵ The Portfolio is a “fund of funds” that invests equally in three other portfolios of the Met Investors Series Trust: the Met/Franklin Income Portfolio, the Met/Franklin Mutual Shares Portfolio and the Met/Templeton Growth Portfolio. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 to April 30, 2011, to limit its fee and to reimburse expenses to the extent necessary to limit total annual operating expenses (excluding acquired fund fees and expenses and 12b-1 fees) to 0.05% .

⁶ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 to April 30, 2011, to limit its fee and to reimburse expenses to the extent necessary to limit total annual operating expenses (excluding 12b-1 fees) to 0.80% .

⁷ The Portfolio primarily invests its assets in other investment companies known as exchange-traded funds (“underlying ETFs”). As an investor in an underlying ETF or other investment company, the Portfolio will bear its pro rata portion of the operating expenses of the underlying ETF or other investment company, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 to April 30, 2011, to limit its fee and to reimburse expenses to the extent necessary to limit total annual operating expenses (excluding acquired fund fees and expenses and 12b-1 fees) to 0.37% .

⁸ The Portfolio primarily invests its assets in other investment companies known as exchange-traded funds (“underlying ETFs”). As an investor in an underlying ETF or other investment company, the Portfolio will bear its pro rata portion of the operating expenses of the underlying ETF or other investment company, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 to April 30, 2011, to limit its fee and to reimburse expenses to the extent necessary to limit total annual operating expenses (excluding acquired fund fees and expenses and 12b-1 fees) to 0.40% .

- ⁹ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.81% for the first \$500 million of the Portfolio's average daily net assets and 0.78% for the next \$500 million.
- ¹⁰ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to 0.243% .
- ¹¹ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.37% for the first \$1 billion of the Portfolio's average daily net assets, 0.325% for amounts over \$1 billion but less than \$3.4 billion and 0.25% on amounts over \$3.4 billion.
- ¹² MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.705% for amounts over \$300 million but less than \$1 billion.
- ¹³ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.325% for the first \$1 billion of the Portfolio's average daily net assets. Other Expenses do not reflect fees of 0.03% paid in connection with the U.S. Treasury Temporary Guarantee Program for Money Market Funds. In light of current market and economic conditions, MetLife Advisers, LLC and/or its affiliates may voluntarily waive certain fees or expenses in an attempt to increase the Portfolio's yield. Any such waiver may be discontinued at any time without notice. If the waiver were reflected in the table, 12b-1 fees would have been 0.17% and net annual operating expenses would have been 0.50% .
- ¹⁴ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.75% for the first \$50 million of the Portfolio's average daily net assets and 0.70% for the next \$450 million and 0.65% for the next \$4 billion and 0.625% for amounts over \$4.5 billion.
- ¹⁵ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.70% for the first \$200 million of the Portfolio's average daily net assets and 0.65% for the next \$100 million and 0.60% for the next \$200 million and 0.55% for the next \$1.3 billion and 0.52% for the next \$200 million and 0.47% for amounts over \$2 billion.
- ¹⁶ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.85% for the first \$500 million of the Portfolio's average daily net assets and 0.80% for amounts over \$500 million.
- ¹⁷ Pursuant to an amended advisory agreement, management fees have been restated to reflect current fees as if they were in effect during the entire fiscal year ended December 31, 2009.
- ¹⁸ The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Met Investors Series Trust and the Metropolitan Series Fund, Inc. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to waive fees or pay all expenses so as to limit total annual operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% of the average daily net assets of the Class A shares, 0.35% of the average daily net assets of the Class B shares and 0.25% of the average daily net assets of the Class E shares.
- ¹⁹ The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Met Investors Series Trust and the Metropolitan Series Fund, Inc. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee.
- ²⁰ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.65% for the first \$1.25 billion of the Portfolio's average daily net assets and 0.60% for the next \$250 million and 0.50% for amounts over \$1.5 billion.
- ²¹ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to 0.293% .
- ²² MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.825% for the first \$500 million of the Portfolio's average daily net assets.
- ²³ MetLife Advisers, LLC has contractually agreed, for the period May 1, 2010 through April 30, 2011, to reduce the management fee for each Class of the Portfolio to the annual rate of 0.50% for amounts over \$200 million but less than \$500 million.

Examples

These Examples are intended to help you compare the cost of investing in the Contract with the cost of investing in other variable annuity contracts. These costs include contract owner transaction expenses, annual contract fees, if any, separate account charges, and underlying Portfolio fees and expenses.

Examples 1 through 5 assume you purchased the Contract with optional benefits that result in the highest possible combination of charges. Example 1 relates to the purchase of the Contract with the B Class; Example 2 relates to the purchase of the Contract with the B Plus Class; Example 3 relates to the purchase of the Contract with the C Class; Example 4 relates to the purchase of the Contract with the L Class; and Example 5 relates to the purchase of the Contract with the R Class. Examples 6 through 10 assume you purchased the Contract with no optional benefits that result in the least expensive combination of charges. Example 6 relates to the purchase of the Contract with the B Class; Example 7 relates to the purchase of the Contract with the B Plus Class; Example 8 relates to the purchase of the Contract with the C Class; Example 9 relates to the purchase of the Contract with the L Class; and Example 10 relates to the purchase of the Contract with the R Class.

Example 1. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the time periods indicated. Your actual costs may be higher or lower.

Assumptions:

- you select the B Class;
- reimbursement and/or waiver of expenses was not in effect;
- there was no allocation to the Fixed Account or Enhanced Dollar Cost Averaging Program;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you paid the Annual Contract Fee;
- the underlying Portfolio earns a 5% annual return;
- you select the Guaranteed Minimum Income Benefit Plus II ("GMIB Plus II") and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted;
- you select the Enhanced Death Benefit and you are age 70 and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted; and
- you select the Earnings Preservation Benefit

You fully surrender your Contract, with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$1,340	\$2,492	\$3,670	\$6,914
Minimum	\$1,251	\$2,237	\$3,263	\$6,206

You do not surrender your Contract or you elect to annuitize (elect a pay-out option with an income payment type under which you receive income payments over your lifetime) (no withdrawal charges would be deducted).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$640	\$1,952	\$3,310	\$6,914
Minimum	\$551	\$1,697	\$2,903	\$6,206

Example 2. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the periods indicated. Your actual costs may be higher or lower.

Assumptions:

- you select the B Plus Class;
- reimbursement and/or waiver of expenses was not in effect;
- there was no allocation to the Fixed Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you paid the Annual Contract Fee;
- the underlying Portfolio earns a 5% annual return;
- you select the Guaranteed Minimum Income Benefit Plus II ("GMIB Plus II") and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted;
- you select the Enhanced Death Benefit and you are age 70 and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted; and
- you select the Earnings Preservation Benefit

You fully surrender your Contract, with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$1,494	\$2,736	\$4,002	\$7,316
Minimum	\$1,406	\$2,485	\$3,607	\$6,652

You do not surrender your Contract or you elect to annuitize (elect a pay-out option with an income payment type under which you receive income payments over your lifetime) (no withdrawal charges would be deducted).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$694	\$2,106	\$3,552	\$7,316
Minimum	\$606	\$1,855	\$3,157	\$6,652

Example 3. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the time periods indicated. Your actual costs may be higher or lower.

Assumptions:

- you select the C Class;
- reimbursement and/or waiver of expenses was not in effect;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you pay the Annual Contract Fee;
- the underlying Portfolio earns a 5% annual return;
- you select the Guaranteed Minimum Income Benefit Plus II ("GMIB Plus II") and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted;
- you select the Enhanced Death Benefit and you are age 70 and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted; and
- you select the Earnings Preservation Benefit

You surrender your Contract, you do not surrender your Contract or you elect to annuitize (elect a pay-out option with an income type under which you receive income payments over your life time) (no withdrawal charges apply to the C Class).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$679	\$2,065	\$3,487	\$7,209
Minimum	\$591	\$1,812	\$3,088	\$6,534

Example 4. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the time periods indicated. Your actual costs may be higher or lower.

Assumptions:

- you select the L Class;
- reimbursement and/or waiver of expenses was not in effect;
- there was no allocation to the Fixed Account or the Enhanced Dollar Cost Averaging Program;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you paid the Annual Contract Fee;
- the underlying Portfolio earns a 5% annual return;
- you select the Guaranteed Minimum Income Benefit Plus II ("GMIB Plus II") and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted;
- you select the Enhanced Death Benefit and you are age 70 and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted; and
- you select the Earnings Preservation Benefit

You fully surrender your Contract with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$1,364	\$2,473	\$3,421	\$7,100
Minimum	\$1,276	\$2,219	\$3,019	\$6,413

You do not surrender your Contract or you elect to annuitize (elect a pay-out option with an income type under which you receive income payments over your life time) (no withdrawal charges would be deducted).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$664	\$2,023	\$3,421	\$7,100
Minimum	\$576	\$1,769	\$3,019	\$6,413

Example 5. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the time periods indicated. Your actual costs may be higher or lower:

Assumptions:

- you select the R Class;
- reimbursement and/or waiver of expenses was not in effect;
- there was no allocation to the Fixed Account or Enhanced Dollar Cost Averaging Program;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you paid the Annual Contract Fee;
- the underlying Portfolio earns a 5% annual return;
- you select the Guaranteed Minimum Income Benefit Plus II ("GMIB Plus II") and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted;
- you select the Enhanced Death Benefit and you are age 70 and assume that you elect the Optional Reset feature and as a result the charge increases to 1.50%, which is the maximum charge permitted; and
- you select the Earnings Preservation Benefit

You fully surrender your Contract, with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$1,430	\$2,554	\$3,715	\$6,838
Minimum	\$1,341	\$2,297	\$3,306	\$6,122

You do not surrender your Contract or you elect to annuitize (elect a pay-out option with an income payment type under which you receive income payments over your lifetime) (no withdrawal charges would be deducted).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$630	\$1,924	\$3,265	\$6,838
Minimum	\$541	\$1,667	\$2,856	\$6,122

Example 6. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the time periods indicated. Your actual costs may be higher or lower:

Assumptions:

- you select the B Class;
- reimbursement and/or waiver of expenses was not in effect;
- there was no allocation to the Fixed Account or Enhanced Dollar Cost Averaging Program;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you pay the Annual Contract Fee; and
- the underlying Portfolio earns a 5% annual return

You fully surrender your Contract, with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$1,000	\$1,457	\$1,918	\$3,272
Minimum	\$ 911	\$1,191	\$1,476	\$2,400

You do not surrender your Contract or you elect to annuitize (elect a pay-out option with an income payment type under which you receive income payments over your lifetime) (no withdrawal charges would be deducted).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$300	\$917	\$1,558	\$3,272
Minimum	\$211	\$651	\$1,116	\$2,400

Example 7. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the periods indicated. Your actual costs may be higher or lower.

Assumptions:

- you select the B Plus Class;
- reimbursement and/or waiver of expenses was not in effect;
- there was no allocation to the Fixed Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you pay the Annual Contract Fee; and
- the underlying Portfolio earns a 5% annual return

You fully surrender your Contract, with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$1,154	\$1,708	\$2,271	\$3,770
Minimum	\$1,066	\$1,446	\$1,842	\$2,949

You do not surrender your Contract or elect to annuitize (elect a pay-out option with an income payment type under which you receive income payments over your lifetime) (no withdrawal charges would be deducted).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$354	\$1,078	\$1,821	\$3,770
Minimum	\$266	\$ 816	\$1,392	\$2,949

Example 8. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the time periods indicated. Your actual costs may be higher or lower.

Assumptions:

- you select the C Class;
- reimbursement and/or waiver of expenses was not in effect;
- there was no allocation to the Fixed Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you pay the Annual Contract Fee; and
- the underlying Portfolio earns a 5% annual return

You surrender your Contract, you do not surrender your Contract or elect to annuitize (elect a pay-out option with an income payment type under which you receive income payments over your lifetime) (no withdrawal charges apply to the C Class).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$340	\$1,034	\$1,750	\$3,638
Minimum	\$251	\$ 771	\$1,317	\$2,803

Example 9. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the time periods indicated. Your actual costs may be higher or lower.

Assumptions:

- you select the L Class;
- reimbursement and/or waiver of expenses was not in effect;
- there was no allocation to the Fixed Account or the Enhanced Dollar Cost Averaging Program;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you pay the Annual Contract Fee; and
- the underlying Portfolio earns a 5% annual return

You fully surrender your Contract with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$1,025	\$1,440	\$1,679	\$3,502
Minimum	\$ 936	\$1,176	\$1,242	\$2,654

You do not surrender your Contract or you elect to annuitize (elect a pay-out option with an income type under which you receive income payments over your life time) (no withdrawal charges would be deducted).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$325	\$990	\$1,679	\$3,502
Minimum	\$236	\$726	\$1,242	\$2,654

Example 10. This example shows the dollar amount of expenses that you would bear directly or indirectly on a \$10,000 investment for the time periods indicated. Your actual costs may be higher or lower:

Assumptions:

- you select the R Class;
- reimbursement and/or waiver of expenses was not in effect;
- there was no allocation to the Fixed Account or Enhanced Dollar Cost Averaging Program;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (see Table 3 — Portfolio Operating Expenses);
- you pay the Annual Contract Fee; and
- the underlying Portfolio earns a 5% annual return

You fully surrender your Contract, with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$1,090	\$1,517	\$1,960	\$3,179
Minimum	\$1,001	\$1,251	\$1,515	\$2,297

You do not surrender your Contract or you elect to annuitize (elect a pay-out option with an income payment type under which you receive income payments over your lifetime) (no withdrawal charges would be deducted).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	\$290	\$887	\$1,510	\$3,179
Minimum	\$201	\$621	\$1,065	\$2,297

ACCUMULATION UNIT VALUES FOR EACH INVESTMENT DIVISION

See Appendix B.

MetLife

Metropolitan Life Insurance Company and its subsidiaries (collectively, “MLIC” or the “Company”) is a leading provider of insurance, employee benefits and financial services with operations throughout the United States. The Company offers life insurance and annuities to individuals, as well as group insurance and retirement & savings products and services to corporations and other institutions. The Company was formed under the laws of New York in 1868. The Company’s home office is located at 200 Park Avenue, New York, New York 10166-0188. The Company is a wholly-owned subsidiary of MetLife, Inc. Through its subsidiaries and affiliates, MetLife, Inc. offers life insurance, annuities, automobile and homeowners insurance, retail banking and other financial services to individuals, as well as group insurance and retirement & savings products and services to corporations and other institutions. MetLife, Inc. has operations throughout the United States and the regions of Latin America, Asia Pacific and Europe, Middle East and India.

Metropolitan Life Separate Account E

We established Metropolitan Life Separate Account E on September 27, 1983. The purpose of the Separate Account is to hold the variable assets that underlie the Preference Premier Variable Annuity Contracts and some other variable annuity contracts we issue. We have registered the Separate Account with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940, as amended (“1940 Act”).

The Separate Account’s assets are solely for the benefit of those who invest in the Separate Account and no one else, including our creditors. The assets of the Separate Account are held in our name on behalf of the Separate Account and legally belong to us. All the income, gains and losses (realized or unrealized) resulting from these assets are credited to or charged against the Contracts issued from this Separate Account without regard to our other business.

We are obligated to pay all money we owe under the Contracts—such as death benefits and income payments—even if that amount exceeds the assets in the Separate Account. Any such amount that exceeds the assets in the Separate Account is paid from our general account. Any amount under any optional death benefit, optional Guaranteed Minimum Income Benefit, or optional Guaranteed Withdrawal Benefit that exceeds the assets in the Separate Account are also paid from our general account. Benefit amounts paid from the general account are subject to the financial strength and claims paying ability of the Company and our long term ability to make such payments. We issue other annuity contracts and life insurance policies where we pay all money we owe under those contracts and policies from our general account. MetLife is regulated as an insurance company under state law, which includes generally limits on the amount and type of investments in its general account. However, there is no guarantee that we will be able to meet our claims paying obligations; there are risks to purchasing any insurance product.

Variable Annuities

This Prospectus describes a type of variable annuity, a deferred variable annuity. These annuities are “variable” because the value of your account or income payment varies based on the investment performance of the investment divisions you choose. In short, the value of your Contract and your income payments under a variable pay-out option of your Contract may go up or down. Since the investment performance is not guaranteed, your money is at risk. The degree of risk will depend on the investment divisions you select. The Accumulation Unit Value or Annuity Unit Value for each investment division rises or falls based on the investment performance (or “experience”) of the Portfolio with the same name. MetLife and its affiliates also offer other annuities not described in this Prospectus.

The Contracts have a fixed interest rate option called the “Fixed Account.” The Fixed Account is not available to all Contract owners. The Fixed Account offers an interest rate that is guaranteed by us. The minimum interest rate depends on the date your Contract is issued but will not be less than 1%. The variable pay-out options under the Contracts have a fixed payment option called the “Fixed Income Payment Option.” Under the Fixed Income Payment Option, we guarantee the amount of your fixed income payments. These fixed options are not described in this Prospectus although we occasionally refer to them.

Replacement of Annuity Contracts

Exchange Programs: From time to time we may offer programs under which certain fixed or variable annuity contracts previously issued by us may be exchanged for the Contract offered by this Prospectus. Currently, with respect to exchanges from certain of our variable annuity contracts to this Contract, an existing contract is eligible for exchange if a withdrawal from, or surrender of, the contract would not trigger a withdrawal charge. The Account Value of this Contract attributable to the exchanged assets will not be subject to any withdrawal charge or be eligible for the Enhanced Dollar Cost Averaging Program. Any additional purchase payments contributed to the new Contract will be subject to all fees and charges, including the withdrawal charge described in this Prospectus. You should carefully consider whether an exchange is appropriate for you by comparing the death benefits, living benefits, and other guarantees provided by the contract you currently own to the benefits and guarantees that would be provided by the new Contract offered in this Prospectus. Then you should compare the fees and charges (*e.g.*, the death benefit charges, the living benefit charges, and the separate account charge) of your current contract to the fees and charges of the new Contract, which may be higher than your current contract. These programs will be made available on terms and conditions determined by us, and any such programs will comply with applicable law. We believe the exchanges will be tax free for federal income tax purposes; however, you should consult your tax adviser before making any such exchange.

Other Exchanges: Generally, you can exchange one variable annuity contract for another in a tax-free exchange under Section 1035 of the Internal Revenue Code. Before making an exchange you should compare both annuities carefully. If you exchange another annuity for the one described in this Prospectus, unless the exchange occurs under one of our exchange programs described above, you might have to pay a surrender charge on your old annuity, and there will be a new surrender charge period for this Contract. Other charges may be higher (or lower) and the benefits may be different. Also, because we will not issue the Contract until we have received the initial purchase payment from your existing insurance company, the issuance of the Contract may be delayed. Generally, it is not advisable to purchase a Contract as a replacement for an existing variable annuity contract. Before you exchange another annuity for our Contract, ask your registered representative whether the exchange would be advantageous, given the features, benefits and charges.

The Contract

You accumulate money in your account during the pay-in phase by making one or more purchase payments. MetLife will hold your money and credit investment returns as long as the money remains in your account.

All IRAs receive tax deferral under the Internal Revenue Code. There are no additional tax benefits from funding an IRA with a Contract. Therefore, there should be reasons other than tax deferral for acquiring the Contract, such as the availability of a guaranteed income for life, the death benefits or the other optional benefits available under this Contract.

Under the Internal Revenue Code (“Code”), spousal continuation and certain distribution options are available only to a person who is defined as a “spouse” under the Federal Defense of Marriage Act or other applicable Federal law. All Contract provisions will be interpreted and administered in accordance with the requirements of the Code. Therefore, under current Federal law, a purchaser who has or is contemplating a civil union or same-sex marriage should note that the favorable tax treatment afforded under Federal law would not be available to such same-sex partner or same-sex spouse. Same-sex partners or spouses who own or are considering the purchase of annuity products that provide benefits

based upon status as a spouse should consult a tax advisor. Accordingly, a purchaser who has or is contemplating a civil union or same-sex marriage should note that such same-sex partner or same-sex spouse would not be able to receive continued payments after the death of the contract owner under the Joint Life version of the Lifetime Withdrawal Guarantee (see “Living Benefits—Guaranteed Withdrawal Benefits”).

A Contract consists of two phases: the accumulation or “pay-in” phase and the income or “pay-out” phase. The pay-out phase begins when you elect to have us pay you “income” payments using the money in your account. The number and the amount of the income payments you receive will depend on such things as the type of pay-out option you choose, your investment choices, and the amount used to provide your income payments. Because Contracts offer the insurance benefit of income payment options, including our guarantee of income for your lifetime, they are “annuities.”

The Contract is offered in several variations, which we call “classes.” Each class offers you the ability to choose certain features. Each has its own Separate Account charge and applicable withdrawal charge (except C Class which has no withdrawal charges). The Contract also offers you the opportunity to choose optional benefits, each for a charge in addition to the Separate Account charge with the Standard Death Benefit for that class. If you purchase any of the optional death benefits, you receive the optional benefit in place of the Standard Death Benefit. In deciding what class of the Contract to purchase, you should consider the amount of Separate Account and withdrawal charges you are willing to bear relative to your needs. In deciding whether to purchase any of the optional benefits, you should consider the desirability of the benefit relative to its additional cost and to your needs. Unless you tell us otherwise, we will assume that you are purchasing the B Class Contract with the Standard Death Benefit and no optional benefits. These optional benefits are:

- an Annual Step-Up Death Benefit;
- an Enhanced Death Benefit;
- an Earnings Preservation Benefit;
- Guaranteed Minimum Income Benefits; and
- Guaranteed Withdrawal Benefits.

You may not have a Guaranteed Minimum Income Benefit or a Guaranteed Withdrawal Benefit in effect at the same time. You may not have the Enhanced Death Benefit in effect with any living benefit rider except the Guaranteed Minimum Income Benefit Plus II. Not all optional benefits are currently available for sale.

We may restrict the investment choices available to you if you select certain optional benefits. These restrictions are intended to reduce the risk of investment losses which could require the Company to use its general account assets to pay amounts due under the selected optional benefit.

Certain withdrawals, depending on the amount and timing, may negatively impact the benefits and guarantees provided by your Contract. You should carefully consider whether a withdrawal under a particular circumstance will have any negative impact to your benefits or guarantees. The impact of withdrawals generally on your benefits and guarantees is discussed in the corresponding sections of the Prospectus describing such benefits and guarantees.

Each of these optional benefits is described in more detail later in this Prospectus. The availability of optional benefits and features of optional benefits may vary by state.

Classes of the Contract

B Class

The B Class has a 1.25% annual Separate Account charge (1.50% in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds) and a declining seven year withdrawal charge on each purchase

payment. If you choose the Annual Step-Up Death Benefit, the Separate Account charge would be 1.45% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 1.70%. If you choose the optional Earnings Preservation Benefit and the Annual Step-Up Death Benefit, the Separate Account charge would be 1.70% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 1.95%.

B Plus Class

The B Plus Class (may also be known as the “Bonus Class” in our sales literature and advertising)

You may purchase a Contract in the B Plus Class before your 81st birthday. If there are joint Contract owners, the age of the oldest joint Contract owner will be used to determine eligibility. Under the B Plus Class Contract, we currently credit 6% to each of your purchase payments made during the first Contract Year. The Bonus will be applied on a pro-rata basis to the Fixed Account, if available, and the investment divisions of the Separate Account based upon your allocation for your purchase payments. The B Plus Class has a 1.80% annual Separate Account charge (2.05% in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds) and a declining nine year withdrawal charge on each purchase payment. If you choose the Annual Step-Up Death Benefit, the Separate Account charge would be 2.00% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 2.25%. If you choose the optional Earnings Preservation Benefit and the Annual Step-Up Death Benefit, the Separate Account charge would be 2.25% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 2.50%. After you have held the Contract for nine years, the Separate Account charge declines 0.55% to 1.25% with the Standard Death Benefit (1.50% in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds). After you have held the Contract for nine years, the Separate Account charge declines to 1.45% for the Annual Step-Up Death Benefit, or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 1.70%. During the pay-out phase, the Separate Account charge is 1.25% (1.50% in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds), regardless of when the Contract is annuitized.

Investment returns for the B Plus Class Contract may be lower than those for the R Class Contract if Separate Account investment performance is not sufficiently high to offset increased Separate Account charges for the B Plus Class Contract. (If the Fixed Account is available, Fixed Account rates for the B Plus Class may be lower than those declared for the other classes.)

The B Plus Class Contract may not be appropriate with certain qualified plans where there may be minimal initial purchase payments submitted in the first year.

Therefore, the choice between the B Plus Class and the R Class Contract is a judgment as to whether a higher Separate Account charge with a 6% credit is more advantageous than a lower Separate Account charge without the 6% credit.

There is no guarantee that the B Plus Class Contract will have higher returns than the R Class Contract, the other classes of the Contract, similar contracts without a bonus or any other investment. The Bonus will be credited only to purchase payments made during the first Contract Year, while an additional Separate Account charge of 0.65% for the Bonus will be assessed on all amounts in the Separate Account for the first nine years, and an additional charge of 0.10% for the Bonus will be assessed on all amounts in the Separate Account in years ten and later.

The following table demonstrates hypothetical investment returns for a B Plus Class Contract with the 6% credit compared to an R Class Contract without the Bonus. Both Contracts are assumed to have no optional benefits. The figures are based on:

- a) a \$50,000 initial purchase payment with no other purchase payments;

- b) deduction of the Separate Account charge at a rate of 1.80% (1.25% in years 10+) (B Plus Class Contract) and 1.15% (R Class Contract); and
- c) an assumed rate of return (before Separate Account charges) for the investment choices of 7.01% for each of 12 years.

Contract Year	B Plus Class (1.80% Separate Account charge for first 9 years)	R Class (1.15% Separate Account charge all years)
1	\$55,761	\$52,930
2	\$58,666	\$56,032
3	\$61,723	\$59,315
4	\$64,939	\$62,791
5	\$68,322	\$66,471
6	\$71,882	\$70,366
7	\$75,627	\$74,489
8	\$79,567	\$78,854
9	\$83,712	\$83,475
10	\$88,534	\$88,367
11	\$93,634	\$93,545
12	\$99,027	\$99,027

Generally, the higher the rate of return, the more advantageous the B Plus Class is. The table above shows the “break-even” point, which is when the Account Balance of a B Plus Class contract will equal the Account Balance of an R Class contract, assuming equal initial purchase payments and a level rate of return. The Account Value would be higher in an R Class contract after the break-even point under these same assumptions. The table assumes no additional purchase payments are made after the first Contract Anniversary. If additional purchase payments were made to the Contract, the rate of return would have to be higher in order to break-even by the end of the twelfth year. If additional purchase payments were made to the Contract and the rate of return remained the same, the break-even point would occur sooner.

The decision to elect the B Plus Class is irrevocable. We may make a profit from the additional Separate Account charge. The Enhanced Dollar Cost Averaging Program is not available with the B Plus Class.

The guaranteed annuity purchase rates for the B Plus Class are the same as those for the other classes of the Contract. Current annuity purchase rates for the B Plus Class may be lower than those for the other classes of the Contract.

Any 6% credit does not become yours until after the “free look” period; we retrieve it if you exercise the “free look”. Your exercise of the “free look” is the only circumstance under which the 6% credit will be retrieved (commonly called “recapture”). We then will refund either your purchase payments or Account Value, depending upon your state law. In the case of a refund of Account Value, the refunded amount will include any investment performance on amounts attributable to the 6% credit. If there have been any losses from the investment performance on the amounts attributable to the 6% credit, we will bear that loss.

If we agree to permit your beneficiary to hold the Traditional IRA Contract in your name after your death for his/her benefit, a new Contract will be issued in order to facilitate the distribution of payments. The new Contract will be issued in the same Contract class, except, if you had a B Plus Class Contract, the Contract will be issued as a B Class Contract.

C Class

The C Class has a 1.65% annual Separate Account charge (1.90% in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds) and no withdrawal charge. If you choose the Annual Step-Up Death

Benefit, the Separate Account charge would be 1.85% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 2.10%. If you choose the optional Earnings Preservation Benefit and the Annual Step-Up Death Benefit, the Separate Account charge would be 2.10% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 2.35%. The Fixed Account, the Enhanced Dollar Cost Averaging Program, Equity GeneratorSM and the AllocatorSM are not available in the C Class Contract. A money market investment division is available in the C Class Contract.

L Class

The L Class has a 1.50% annual Separate Account charge (1.75% in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds) and a declining three year withdrawal charge on each purchase payment. If you choose the Annual Step-Up Death Benefit, the Separate Account charge would be 1.70% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 1.95%. If you choose the optional Earnings Preservation Benefit and the Annual Step-Up Death Benefit, the Separate Account charge would be 1.95% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 2.20%. If the Fixed Account is available, Fixed Account rates for the L Class may be lower than those declared for the other classes.

R Class

The R Class has a 1.15% annual Separate Account charge (1.40% in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds) and a declining nine-year withdrawal charge on each purchase payment. If you choose the Annual Step-Up Death Benefit, the Separate Account charge would be 1.35% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 1.60%. If you choose the optional Earnings Preservation Benefit and the Annual Step-Up Death Benefit, the Separate Account charge would be 1.60% or, in the case of the American Funds Growth-Income and American Funds Global Small Capitalization funds, 1.85%.

Your Investment Choices

The Metropolitan Fund, the Met Investors Fund and the American Funds® and each of their Portfolios are more fully described in their respective prospectuses and SAIs. The prospectuses and SAIs are available upon your request by calling us or writing to us at the appropriate phone number or address below.

If you purchased your Contract through a
MetLife sales representative:

Metropolitan Life Insurance Company
Attn: Fulfillment Unit - Preference Premier
P O Box 10342
Des Moines, IA 50306-0342
800-638-7732

If you purchased your Contract through a
New England Financial® sales representative:

Metropolitan Life Insurance Company
Attn: Fulfillment Unit - Preference Premier
P O Box 14594
Des Moines, IA 50306-0342
800-435-4117

You can also obtain information about the Portfolios (including a copy of the SAI) by accessing the Securities and Exchange Commission's website at <http://www.sec.gov>. The Metropolitan Fund, the Met Investors Fund and the American Funds® prospectuses will accompany or precede the delivery of your Contract. You should read these prospectuses carefully before making purchase payments to the investment divisions. All of the classes of shares available to the Contracts, Class B of the Metropolitan Fund, Class B of the Met Investors Fund (except for the American Funds Balanced Allocation, American Funds Bond, American Funds Growth Allocation, American Funds Growth and American Funds Moderate Allocation Portfolios which are Class C, and the Pioneer Strategic Income Portfolio, which is Class E), and Class 2 of the American Funds®, impose a 12b-1 Plan fee.

The investment choices are listed in alphabetical order below (based upon the Portfolio's legal names). (See Appendix C Portfolio Legal and Marketing Names.) The investment divisions generally offer the opportunity for greater returns over the long term than our Fixed Account. You should understand that each Portfolio incurs its own risk which will be dependent upon the investment decisions made by the respective Portfolio's investment manager. Furthermore, the name of a Portfolio may not be indicative of all the investments held by the Portfolio. The degree of investment risk you assume will depend on the investment divisions you choose. While the investment divisions and their comparably named Portfolios may have names, investment objectives and management which are identical or similar to publicly available mutual funds, these investment divisions and Portfolios are not those mutual funds. The Portfolios most likely will not have the same performance experience as any publicly available mutual fund. Since your Account Value or income payments are subject to the risks associated with investing in stocks and bonds, your Account Value or variable income payments based on amounts allocated to the investment divisions may go down as well as up.

Each Portfolio has different investment objectives and risks. The Portfolio prospectuses contain more detailed information on each Portfolio's investment strategy, investment managers and its fees. You may obtain a Portfolio prospectus by calling or through your registered representative. We do not guarantee the investment results of the Portfolios.

Metropolitan Fund Asset Allocation Portfolios

The MetLife Conservative Allocation Portfolio, the MetLife Conservative to Moderate Allocation Portfolio, the MetLife Moderate Allocation Portfolio, the MetLife Moderate to Aggressive Allocation Portfolio and the MetLife Aggressive Allocation Portfolio, also known as the "asset allocation portfolios", are "fund of funds" Portfolios that invest substantially all of their assets in other Portfolios of the Metropolitan Fund or the Met Investors Fund. Therefore, each of these asset allocation portfolios will bear its pro-rata share of the fees and expenses incurred by the underlying Portfolios in which it invests in addition to its own management fees and expenses. This will reduce the investment return of each of the asset allocation portfolios. The expense levels will vary over time, depending on the mix of underlying Portfolios in which the asset allocation portfolio invests. Contract owners may be able to realize lower aggregate expenses by investing directly in

the underlying Portfolios instead of investing in the asset allocation portfolios. A Contract owner who chooses to invest directly in the underlying Portfolios would not however, receive asset allocation services provided by MetLife Advisers, LLC.

Met Investors Fund Asset Allocation Portfolios

The American Funds Balanced Allocation Portfolio, the American Funds Growth Allocation Portfolio and the American Funds Moderate Allocation Portfolio, also known as “asset allocation portfolios”, are “funds of funds” Portfolios that invest substantially all of their assets in portfolios of the American Funds Insurance Series®. Therefore, each of these asset allocation portfolios will bear its pro-rata share of the fees and expenses incurred by the underlying portfolio in which it invests in addition to its own management fees and expenses. This will reduce the investment return of each of the asset allocation portfolios. The expense levels will vary over time, depending on the mix of underlying portfolios in which the asset allocation portfolio invests. Underlying portfolios consist of American Funds® Portfolios that are currently available for investment directly under the Contract and other underlying American Funds® Portfolios which are not made available directly under the Contract.

Met/Franklin Templeton Founding Strategy Portfolio

The Met/Franklin Templeton Founding Strategy Portfolio is a “fund of funds” Portfolio that invests equally in three other portfolios of the Met Investors Fund: the Met/Franklin Income Portfolio, the Met/Franklin Mutual Shares Portfolio and the Met/Templeton Growth Portfolio. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee.

Exchange-Traded Funds Portfolios

The SSgA Growth ETF Portfolio and the SSgA Growth and Income ETF Portfolio are asset allocation Portfolios and “funds of funds” which invest substantially all of their assets in other investment companies known as exchange-traded funds (“Underlying ETFs”). As an investor in an Underlying ETF or other investment company, each Portfolio also will bear its pro-rata portion of the fees and expenses incurred by the Underlying ETF or other investment company in which it invests in addition to its own management fees and expenses. This will reduce the investment return of each of the Portfolios. The expense levels will vary over time depending on the mix of Underlying ETFs in which these Portfolios invest.

The current Portfolios are listed below, along with their Investment Manager and any Sub-Investment Manager.

<u>Portfolio</u>	<u>Investment Objective</u>	<u>Investment Manager/ Sub-Investment Manager</u>
	American Funds®	
American Funds Global Small Capitalization Fund	Seeks long-term growth of capital.	Capital Research and Management Company
American Funds Growth-Income Fund	Seeks long-term growth of capital and income.	Capital Research and Management Company
	Met Investors Fund	
American Funds Balanced Allocation Portfolio	Seeks a balance between a high level of current income and growth of capital, with a greater emphasis on growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: MetLife Advisers, LLC
American Funds Bond Portfolio	Seeks to maximize current income and preserve capital.	MetLife Advisers, LLC; Capital Research and Management Company
American Funds Growth Allocation Portfolio	Seeks growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: MetLife Advisers, LLC
American Funds Growth Portfolio	Seeks to achieve growth of capital.	MetLife Advisers, LLC; Capital Research and Management Company
American Funds Moderate Allocation Portfolio	Seeks a high total return in the form of income and growth of capital, with a greater emphasis on income.	MetLife Advisers, LLC Sub-Investment Manager: MetLife Advisers, LLC

Portfolio	Investment Objective	Investment Manager/ Sub-Investment Manager
BlackRock Large Cap Core Portfolio	Seeks long-term capital growth.	MetLife Advisers, LLC Sub-Investment Manager: BlackRock Advisors, LLC
Clarion Global Real Estate Portfolio	Seeks total return through investment in real estate securities, emphasizing both capital appreciation and current income.	MetLife Advisers, LLC Sub-Investment Manager: ING Clarion Real Estate Securities LLC
Dreman Small Cap Value Portfolio	Seeks capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Dreman Value Management, LLC
Harris Oakmark International Portfolio	Seeks long-term capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Harris Associates L.P.
Invesco Small Cap Growth Portfolio	Seeks long-term growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: Invesco Advisers, Inc.
Janus Forty Portfolio	Seeks capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Janus Capital Management LLC
Lazard Mid Cap Portfolio	Seeks long-term growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: Lazard Asset Management LLC
Legg Mason ClearBridge Aggressive Growth Portfolio	Seeks capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: ClearBridge Advisers, LLC
Legg Mason Value Equity Portfolio	Seeks long-term growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: Legg Mason Capital Management, Inc.
Loomis Sayles Global Markets Portfolio	Seeks high total investment return through a combination of capital appreciation and income.	MetLife Advisers, LLC Sub-Investment Manager: Loomis, Sayles & Company, L.P.
Lord Abbett Bond Debenture Portfolio	Seeks high current income and the opportunity for capital appreciation to produce a high total return.	MetLife Advisers, LLC Sub-Investment Manager: Lord, Abbett & Co. LLC
Met/Eaton Vance Floating Rate Portfolio	Seeks a high level of current income.	MetLife Advisers, LLC Sub-Investment Manager: Eaton Vance Management
Met/Franklin Income Portfolio	Seeks to maximize income while maintaining prospects for capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Franklin Advisers, Inc.
Met/Franklin Mutual Shares Portfolio	Seeks capital appreciation, which may occasionally be short-term. The Portfolio's secondary investment objective is income.	MetLife Advisers, LLC Sub-Investment Manager: Franklin Mutual Advisers, LLC
Met/Franklin Templeton Founding Strategy Portfolio	Seeks capital appreciation and secondarily seeks income.	MetLife Advisers, LLC Sub-Investment Manager: MetLife Advisers, LLC
Met/Templeton Growth Portfolio	Seeks long-term capital growth.	MetLife Advisers, LLC Sub-Investment Manager: Templeton Global Advisors Limited
Met/Templeton International Bond Portfolio#	Seeks current income with capital appreciation and growth of income.	MetLife Advisers, LLC Sub-Investment Manager: Franklin Advisers, Inc.
MFS® Emerging Markets Equity Portfolio	Seeks capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Massachusetts Financial Services Company
MFS® Research International Portfolio	Seeks capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Massachusetts Financial Services Company

<u>Portfolio</u>	<u>Investment Objective</u>	<u>Investment Manager/ Sub-Investment Manager</u>
Morgan Stanley Mid Cap Growth Portfolio	Seeks capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Morgan Stanley Investment Management Inc.
Oppenheimer Capital Appreciation Portfolio	Seeks capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: OppenheimerFunds, Inc.
PIMCO Inflation Protected Bond Portfolio	Seeks maximum real return, consistent with preservation of capital and prudent investment management.	MetLife Advisers, LLC Sub-Investment Manager: Pacific Investment Management Company LLC
PIMCO Total Return Portfolio	Seeks maximum total return, consistent with the preservation of capital and prudent investment management.	MetLife Advisers, LLC Sub-Investment Manager: Pacific Investment Management Company LLC
Pioneer Strategic Income Portfolio — Class E	Seeks a high level of current income.	MetLife Advisers, LLC Sub-Investment Manager: Pioneer Investment Management, Inc.
RCM Technology Portfolio	Seeks capital appreciation; no consideration is given to income.	MetLife Advisers, LLC Sub-Investment Manager: RCM Capital Management LLC
SSgA Growth and Income ETF Portfolio	Seeks growth of capital and income.	MetLife Advisers, LLC Sub-Investment Manager: SSgA Funds Management, Inc.
SSgA Growth ETF Portfolio	Seeks growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: SSgA Funds Management, Inc.
T. Rowe Price Mid Cap Growth Portfolio	Seeks long-term growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: T. Rowe Price Associates, Inc.
	<u>Metropolitan Fund</u>	
Artio International Stock Portfolio	Seeks long-term growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: Artio Global Management, LLC
Barclays Capital Aggregate Bond Index Portfolio	Seeks to equal the performance of the Barclays Capital U.S. Aggregate Bond Index.	MetLife Advisers, LLC Sub-Investment Manager: MetLife Investment Advisors Company, LLC
BlackRock Aggressive Growth Portfolio	Seeks maximum capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: BlackRock Advisors, LLC
BlackRock Bond Income Portfolio	Seeks a competitive total return primarily from investing in fixed-income securities.	MetLife Advisers, LLC Sub-Investment Manager: BlackRock Advisors, LLC
BlackRock Large Cap Value Portfolio	Seeks long-term growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: BlackRock Advisors, LLC
BlackRock Legacy Large Cap Growth Portfolio	Seeks long-term growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: BlackRock Advisors, LLC
BlackRock Money Market Portfolio	Seeks a high level of current income consistent with preservation of capital.	MetLife Advisers, LLC Sub-Investment Manager: BlackRock Advisors, LLC
Davis Venture Value Portfolio	Seeks growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: Davis Selected Advisors, L.P.
Jennison Growth Portfolio	Seeks long-term growth of capital.	MetLife Advisers, LLC Sub-Investment Manager: Jennison Associates LLC
Loomis Sayles Small Cap Core Portfolio	Seeks long-term capital growth from investments in common stocks or other equity securities.	MetLife Advisers, LLC Sub-Investment Manager: Loomis, Sayles & Company, L.P.

Portfolio	Investment Objective	Investment Manager/ Sub-Investment Manager
Met/Artisan Mid Cap Value Portfolio	Seeks long-term capital growth.	MetLife Advisers, LLC Sub-Investment Manager: Artisan Partners Limited Partnership
Met/Dimensional International Small Company Portfolio	Seeks long-term capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Dimensional Fund Advisors LP
MetLife Aggressive Allocation Portfolio	Seeks growth of capital.	MetLife Advisers, LLC
MetLife Conservative Allocation Portfolio	Seeks a high level of current income, with growth of capital as a secondary objective.	MetLife Advisers, LLC
MetLife Conservative to Moderate Allocation Portfolio	Seeks high total return in the form of income and growth of capital, with a greater emphasis on income.	MetLife Advisers, LLC
MetLife Mid Cap Stock Index Portfolio	Seeks to equal the performance of the Standard & Poor's MidCap 400® Composite Stock Price Index.	MetLife Advisers, LLC Sub-Investment Manager: MetLife Investment Advisors Company, LLC
MetLife Moderate Allocation Portfolio	Seeks a balance between a high level of current income and growth of capital, with a greater emphasis on growth of capital.	MetLife Advisers, LLC
MetLife Moderate to Aggressive Allocation Portfolio	Seeks growth of capital.	MetLife Advisers, LLC
MetLife Stock Index Portfolio	Seeks to equal the performance of the Standard & Poor's 500® Composite Stock Price Index.	MetLife Advisers, LLC Sub-Investment Manager: MetLife Investment Advisors Company, LLC
MFS® Total Return Portfolio	Seeks a favorable total return through investment in a diversified portfolio.	MetLife Advisers, LLC Sub-Investment Manager: Massachusetts Financial Services Company
MFS® Value Portfolio	Seeks capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Massachusetts Financial Services Company
Morgan Stanley EAFE® Index Portfolio	Seeks to equal the performance of the MSCI EAFE® Index.	MetLife Advisers, LLC Sub-Investment Manager: MetLife Investment Advisors Company, LLC
Neuberger Berman Genesis Portfolio	Seeks high total return, consisting principally of capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: Neuberger Berman Management LLC
Neuberger Berman Mid Cap Value Portfolio	Seeks capital growth.	MetLife Advisers, LLC Sub-Investment Manager: Neuberger Berman Management LLC
Oppenheimer Global Equity Portfolio	Seeks capital appreciation.	MetLife Advisers, LLC Sub-Investment Manager: OppenheimerFunds, Inc.
Russell 2000® Index Portfolio	Seeks to equal the performance of the Russell 2000® Index.	MetLife Advisers, LLC Sub-Investment Manager: MetLife Investment Advisors Company, LLC
T. Rowe Price Small Cap Growth Portfolio	Seeks long-term capital growth.	MetLife Advisers, LLC Sub-Investment Manager: T. Rowe Price Associates, Inc.
Van Eck Global Natural Resources Portfolio#	Seeks long-term capital appreciation with income as a secondary consideration.	MetLife Advisers, LLC Sub-Investment Manager: Van Eck Associates Corporation
Western Asset Management U.S. Government Portfolio	Seeks to maximize total return consistent with preservation of capital and maintenance of liquidity.	MetLife Advisers, LLC Sub-Investment Manager: Western Asset Management Company

These Portfolios are only available to those who have elected the Lifetime Withdrawal Guarantee II, the Guaranteed Minimum Income Benefit Plus II or the Enhanced Death Benefit.

Some of the investment choices may not be available under the terms of your Contract. Your Contract or other correspondence we provide you will indicate the investment divisions that are available to you. The BlackRock Money Market Division is only available in Class C Contracts, and in Contracts issued in New York State or Washington State with any living benefit rider or the Enhanced Death Benefit. The Met/Templeton International Bond Investment Division and the Van Eck Global Natural Resources Investment Division are only available to those who have elected the Lifetime Withdrawal Guarantee II, the Guaranteed Minimum Income Benefit Plus II or the Enhanced Death Benefit. Your investment choices may be limited because:

- We have restricted the available investment divisions.
- Some of the investment divisions are not approved in your state.

Investment Allocation Restrictions For Certain Benefits

If you elect the Lifetime Withdrawal Guarantee II, the Guaranteed Minimum Income Benefit Plus II or the Enhanced Death Benefit, you must comply with certain investment allocation restrictions. Specifically, you must allocate according to either (A) or (B) (the “(B) Investment Allocation Restrictions”) below. Certain Index Selector models are also available under Option A (See “Automated Investment Strategies”).

(A) You must allocate:

- 100% of your purchase payments or Account Value to the Fixed Account (or the BlackRock Money Market Investment Division where the Fixed Account is not available), American Funds Balanced Allocation Investment Division, American Funds Moderate Allocation Investment Division, the MetLife Conservative Allocation Investment Division, MetLife Conservative to Moderate Allocation Investment Division, MetLife Moderate Allocation Investment Division, and/or SSgA Growth and Income ETF Investment Division;

OR

(B) You must allocate:

- *at least* 30% of purchase payments or Account Value to Platform 1 investment choices and/or to the Fixed Account and the BlackRock Money Market Investment Division (where available);
- *up to* 70% of purchase payments or Account Value to Platform 2 investment choices;
- *up to* 15% of purchase payments or Account Value to Platform 3 investment choices; and
- *up to* 15% of purchase payments or Account Value to Platform 4 investment choices.

Subsequent Purchase Payments

Subsequent purchase payments must be allocated in accordance with the above limitations. When allocating according to Option (B) above, it is important to remember that the entire Account Value will be immediately reallocated according to any new allocation instructions that accompany a subsequent purchase payment if the new allocation instructions differ from those previously received on the Contract. Allocating according to Option (B) does not permit you to specify different allocations for individual purchase payments. Due to the rebalancing and reallocation requirements of Option B, the entire Account Value will be immediately allocated according to the most recently provided allocation instructions.

Example:

Your Account Value is \$100,000 and you have allocated 70% to the American Funds Growth Investment Division and 30% to the PIMCO Total Return Investment Division using Option B. You make a subsequent purchase payment of \$5,000 and provide instructions to allocate that payment 100% to the BlackRock Bond Income Investment Division. As a result, your entire Account Value of \$105,000 will then be reallocated to the BlackRock Bond Income Investment Division.

The investment choices in each platform are as follows:

<u>Platform 1</u>	<u>Investment Choices</u> American Funds Bond Barclays Capital Aggregate Bond Index BlackRock Bond Income PIMCO Inflation Protected Bond PIMCO Total Return Western Asset Management U.S. Government	
<u>Platform 2</u>	American Funds Growth American Funds Growth-Income Artio International Stock BlackRock Large Cap Core BlackRock Large Cap Value BlackRock Legacy Large Cap Growth Davis Venture Value Harris Oakmark International Janus Forty Jennison Growth Legg Mason ClearBridge Aggressive Growth Legg Mason Value Equity Loomis Sayles Global Markets	Lord Abbett Bond Debenture Met/Franklin Income Met/Franklin Mutual Shares Met/Templeton Growth MetLife Stock Index MFS® Research International MFS® Total Return MFS® Value Morgan Stanley EAFE® Index Oppenheimer Capital Appreciation Oppenheimer Global Equity Pioneer Strategic Income
<u>Platform 3</u>	BlackRock Aggressive Growth Lazard Mid Cap Met/Artisan Mid Cap Value Met/Eaton Vance Floating Rate MetLife Mid Cap Stock Index Morgan Stanley Mid Cap Growth Neuberger Berman Mid Cap Value T. Rowe Price Mid Cap Growth	
<u>Platform 4</u>	<u>Investment Choices</u> American Funds Global Small Capitalization Clarion Global Real Estate Dreman Small Cap Value Loomis Sayles Small Cap Growth Invesco Small Cap Growth Met/Dimensional International Small Company Met/Templeton International Bond MFS® Emerging Markets Equity Neuberger Berman Genesis Russell 2000® Index RCM Technology T. Rowe Price Small Cap Growth Van Eck Global Natural Resources	

For Contracts for which applications and necessary information were received at your Administrative Office, in good order, before the close of the New York Stock Exchange on May 1, 2009, the following investment divisions are also available

under Option (A): American Funds Growth Allocation Investment Division, Met/Franklin Templeton Founding Strategy Investment Division, MetLife Moderate to Aggressive Allocation Investment Division and SSgA Growth ETF Investment Division. In addition, the following investment allocation restrictions apply under Option (B): you must allocate at least 15% of purchase payments or Account Value to Platform 1 investment choices and/or the Fixed Account and the BlackRock Money Market Investment Division (where available) and you may allocate up to 85% of purchase payments or Account Value to Platform 2 investment choices (the percentages for Platforms 3 and 4 are the same as those listed above).

Optional Enhanced Dollar Cost Averaging and Optional Dollar Cost Averaging Programs. The Enhanced Dollar Cost Averaging Program is available in either (A) or (B). If you choose to allocate according to (B) above, and you choose to allocate a purchase payment to the Enhanced Dollar Cost Averaging Program, the Equity Generator or the Allocator, you must allocate the entire purchase payment to that program. Any transfer from an Enhanced Dollar Cost Averaging Program balance must be allocated in accordance with the limitations described above. In addition, if you made previous purchase payments before allocating a purchase payment to the Enhanced Dollar Cost Averaging Program, the Equity Generator or the Allocator, all transfers from the Enhanced Dollar Cost Averaging Program or Fixed Account Value must be allocated to the same investment divisions as your most recent allocations for purchase payments.

Your purchase payments and transfer requests must be allocated in accordance with the above limitations. We will reject any purchase payments or transfer requests that do not comply with the above limitations.

We determine whether an investment choice is classified as Platform 1, Platform 2, Platform 3 or Platform 4. We may determine or change the classification of an investment choice in the event that an investment choice is added, deleted, substituted, merged or otherwise reorganized. In that case, any change in classification will only take effect as to your Contract in the event you make a new purchase payment or request a transfer among investment choices. We will provide you with prior written notice of any changes in classification of investment choices.

Rebalancing. If you choose to allocate according to (B) above, we will rebalance your Account Value on a quarterly basis based on your most recent allocation of purchase payments that complies with the allocation limitations described above. We will also rebalance your Account Value when we receive a subsequent purchase payment that is accompanied by new allocation instructions (in addition to the quarterly rebalancing). We will first rebalance your Account Value on the date that is three months from the optional benefit issue date; provided however, if a quarterly rebalancing date occurs on the 29th, 30th or 31st of a month, we will instead rebalance on the first day of the following month. We will subsequently rebalance your Account Value on each quarter thereafter on the same day. In addition, if a quarterly rebalancing date is not a business day, the reallocation will occur on the next business day. Withdrawals from the Contract will not result in rebalancing on the date of withdrawal.

Changing Allocation Instructions. You may change your purchase payment allocation instructions under (B) at anytime by providing notice to us at your Administrative Office, or any other method acceptable to us, provided that such instructions comply with the allocation limits described above. If you provide new allocation instructions for purchase payments and if these instructions conform to the allocation limits described above, then we will rebalance in accordance with the revised allocation instructions. Any future purchase payment, Enhanced Dollar Cost Averaging Program balance transfer, Equity Generator transfer, Allocator transfer, and quarterly rebalancing allocations will be automatically updated in accordance with these new instructions.

Transfers. Please note that any transfer request must result in an Account Value that meets the allocation limits described above. Any transfer request will not cause your allocation instructions to change unless you provide us with separate instructions at the time of transfer.

Additional Information. The investment divisions buy and sell shares of corresponding mutual fund portfolios. These Portfolios, which are part of either the Metropolitan Fund, the Met Investors Fund or the American Funds®, invest in

stocks, bonds and other investments. All dividends declared by the Portfolios are earned by the Separate Account and are reinvested. Therefore, no dividends are distributed to you under the Contracts. You pay no transaction expenses (*i.e.*, front-end or back-end sales load charges) as a result of the Separate Account's purchase or sale of these mutual fund shares. The Portfolios of the Metropolitan Fund and the Met Investors Fund are available by purchasing annuities and life insurance policies from MetLife or certain of its affiliated insurance companies and are never sold directly to the public. The American Funds® Portfolios are made available by the American Funds® only through various insurance company annuities and life insurance policies.

The Metropolitan Fund, the Met Investors Fund and the American Funds® are each "series" type funds registered with the Securities and Exchange Commission as an "open-end management investment company" under the 1940 Act. A "series" fund means that each Portfolio is one of several available through the fund.

The Portfolios of the Metropolitan Fund and Met Investors Fund pay MetLife Advisers, LLC ("MetLife Advisers"), a MetLife affiliate, a monthly fee for its services as their investment manager. The Portfolios of the American Funds® pay Capital Research and Management Company a monthly fee for its services as their investment manager. These fees, as well as the operating expenses paid by each Portfolio, are described in the applicable prospectus and SAI for the Metropolitan Fund, the Met Investors Fund and the American Funds®.

In addition, the Metropolitan Fund and the Met Investors Fund prospectuses each discuss other separate accounts of MetLife and its affiliated insurance companies and certain qualified retirement plans that invest in the Metropolitan Fund or the Met Investors Fund. The risks of these arrangements are discussed in each Fund's prospectus.

Certain Payments We Receive with Regard to the Portfolios. An investment manager (other than our affiliate MetLife Advisers) or sub-investment manager of a Portfolio, or its affiliates, may make payments to us and/or certain of our affiliates. These payments may be used for a variety of purposes, including payment of expenses for certain administrative, marketing, and support services with respect to the Contracts and, in the Company's role as an intermediary, with respect to the Portfolios. The Company and its affiliates may profit from these payments. These payments may be derived, in whole or in part, from the advisory fee deducted from Portfolio assets. Contract owners, through their indirect investment in the Portfolios, bear the costs of these advisory fees (see the Portfolios' prospectuses for more information). The amount of the payments we receive is based on a percentage of assets of the Portfolios attributable to the Contracts and certain other variable insurance products that we and our affiliates issue. These percentages differ and some investment managers or sub-investment managers (or other affiliates) may pay us more than others. These percentages currently range up to 0.50%.

Additionally, an investment manager or sub-investment manager of a Portfolio or its affiliates may provide us with wholesaling services that assist in the distribution of the Contracts and may pay us and/or certain of our affiliates amounts to participate in sales meetings. These amounts may be significant and may provide the investment managers or sub-investment manager (or their affiliate) with increased access to persons involved in the distribution of the Contracts.

We and/or certain of our affiliated insurance companies have a joint ownership interest in our affiliated investment manager MetLife Advisers which is formed as a "limited liability company". Our ownership interest in MetLife Advisers entitles us to profit distributions if the adviser makes a profit with respect to the advisory fees it receives from the Portfolios. We will benefit accordingly from assets allocated to the Portfolios to the extent they result in profits to the adviser. (See the Table of Expenses for information on the investment management fees paid by the Portfolios and the Statement of Additional Information for information on the investment management fees paid to the investment managers and sub-investment managers.)

Certain Portfolios have adopted a Distribution Plan under Rule 12b-1 of the 1940 Act. A Portfolio's 12b-1 Plan, if any, is described in more detail in the prospectuses for the Portfolios. See the Table of Expenses and "Who Sells the Contracts".

Any payments we receive pursuant to those 12b-1 Plans are paid to us or our distributor. Payments under a Portfolio's 12b-1 Plan decrease the Portfolios' investment returns.

We select the Portfolios offered through this Contract based on a number of criteria, including asset class coverage, the strength of the investment manager's or sub-investment manager's reputation and tenure, brand recognition, performance, and the capability and qualification of each investment firm. Another factor we consider during the selection process is whether the Portfolios' investment manager or sub-investment manager is one of our affiliates or whether the Portfolio, its investment manager, its sub-investment manager(s), or an affiliate will make payments to us or our affiliates. In this regard, the profit distributions we receive from our affiliated investment advisers are a component of the total revenue that we consider in configuring the features and investment choices available in the variable insurance products that we and our affiliated insurance companies issue. Since we and our affiliated insurance companies may benefit more from the allocation of assets to portfolios advised by our affiliates than those that are not, we may be more inclined to offer portfolios advised by our affiliates in the variable insurance products we issue. We review the Portfolios periodically and may remove a Portfolio or limit its availability to new purchase payments and/or transfers of Account Value if we determine that the Portfolio no longer meets one or more of the selection criteria, and/or if the Portfolio has not attracted significant allocations from Contract owners. In some cases, we have included Portfolios based on recommendations made by selling firms. These selling firms may receive payments from the Portfolios they recommend and may benefit accordingly from the allocation of Account Value to such Portfolios.

We do not provide any investment advice and do not recommend or endorse any particular Portfolio. You bear the risk of any decline in the Account Value of your Contract resulting from the performance of the Portfolio you have chosen.

We make certain payments to American Funds Distributors, Inc., principal underwriter for the American Funds Insurance Series®. (See "Who Sells the Contracts".)

The Annuity Contract

This Prospectus describes the following Contracts under which you can accumulate money:

- Non-Qualified
- Traditional IRAs (Individual Retirement Annuities)
- Roth IRAs (Roth Individual Retirement Annuities)

Optional Automated Investment Strategies, Optional Dollar Cost Averaging and Optional Enhanced Dollar Cost Averaging Programs

There are two optional automated investment strategies, two optional dollar cost averaging programs (the Equity Generator and the Allocator), and an optional Enhanced Dollar Cost Averaging Program available to you. We created these investment strategies and programs to help you manage your money. You decide if one is appropriate for you, based upon your risk tolerance and savings goals. Also, the strategies and programs were designed to help you take advantage of the tax deferred status of a Non-Qualified annuity. The following restrictions apply:

- The Enhanced Dollar Cost Averaging Program is not available to the B Plus and the C Class Contracts or to purchase payments which consist of money exchanged from other MetLife or its affiliates' annuities.

- The Equity Generator® and the Allocator dollar cost averaging programs are not available in C Class Contracts or Contracts issued in New York State and Washington State with any living benefit or the Enhanced Death Benefit.
- The Index Selector® is not available if you choose option (B) of the Investment Allocation Restrictions for the Enhanced Death Benefit, Guaranteed Minimum Income Benefit Plus II or the Lifetime Withdrawal Guarantee Benefit II. The Moderate to Aggressive and Aggressive Models are not available with the Enhanced Death Benefit, the Guaranteed Minimum Income Benefit Plus II or the Lifetime Withdrawal Guarantee Benefit II.
- Quarterly rebalancing is automatic if you choose option (B) of the Investment Allocation Restrictions for the Enhanced Death Benefit, Guaranteed Minimum Income Benefit Plus II or the Lifetime Withdrawal Guarantee Benefit II.
- You may only have one of the Index Selector, Equity Generator or Allocator in effect at any time.
- You may have the Enhanced Dollar Cost Averaging Program and either the Index Selector or Rebalancer® in effect at the same time, but you may not have the Enhanced Dollar Cost Averaging Program in effect at the same time as the Equity Generator or the Allocator.

These features are available to you without any additional charges. As with any investment program, none of them can guarantee a gain — you can lose money. We may modify or terminate any of the strategies at any time.

Dollar Cost Averaging and Enhanced Dollar Cost Averaging Programs

The Equity Generator®: An amount equal to the interest earned in the Fixed Account is transferred on the day of the month that is the same as the Contract Anniversary date (e.g., the 10th, 11th, etc.), to any investment division(s), based on your selection. If the Contract Anniversary day is the 29th, 30th or 31st of the month, transfers are made on the first day of the next month. If the scheduled transfer date occurs on a date the Exchange is closed, the transfer will be made on the next date the Exchange is open. If your Fixed Account Value at the time of a scheduled transfer is zero, this strategy is automatically discontinued.

The AllocatorSM: Each month a dollar amount you choose is transferred from the Fixed Account to any of the investment divisions you choose. You select the day of the month (other than the 29th, 30th or 31st of the month) and the number of months over which the transfers will occur. If the scheduled transfer date occurs on a date the Exchange is closed, the transfer will be made on the next date the Exchange is open. A minimum periodic transfer of \$50 is required. Once your Fixed Account Value is exhausted, this strategy is automatically discontinued.

Enhanced Dollar Cost Averaging Program: Each month, for a specified period, for example three, six or twelve months, a portion of a specified dollar amount of a purchase payment that you have agreed to allocate to the Enhanced Dollar Cost Averaging Program will be transferred from the program to any of the investment divisions you choose. While amounts are in the program, we may credit them with a higher rate than that declared for the Fixed Account in general. (Amounts in the Enhanced Dollar Cost Averaging Program are in our Fixed Account. For convenience, we may refer to it as “the program” or the “Enhanced Dollar Cost Averaging Program balance” to avoid confusion with the Fixed Account in general.) The transferred amount will be equal to the amount allocated to the program divided by the number of months in the program. The interest attributable to your Enhanced Dollar Cost Averaging Program is transferred separately in the month after the last scheduled payment. Transfers from the Enhanced Dollar Cost Averaging Program to the Separate Account begin on any day we receive your payment and the Exchange is open, other than the 29th, 30th or 31st of the month. If purchase payments are received on those days, transfers begin on the first day of the next month. Subsequent transfers will be made on the same day in succeeding months. If the scheduled transfer date occurs on a date the Exchange is not open, the transfer will be deducted from the Enhanced Dollar Cost Averaging Program on the selected

day but will be applied to the investment divisions on the next day the Exchange is open. Enhanced Dollar Cost Averaging Program interest will not be credited on the transferred amount between the selected day and the next day the Exchange is open. Transfers are made on a first-in-first-out basis.

If a subsequent purchase payment is allocated to the program, that subsequent payment will receive the enhanced program interest rate in effect on that date. The allocation of a subsequent purchase payment to the program increases the dollar amount transferred each month. We determine the increase in your monthly dollar amount by dividing your new allocation by the number of months in the program you chose. Your existing monthly transfer amount is then increased by this additional amount to determine the total new dollar amount to be transferred each month. Then, the time period for the transfer of a specific purchase payment and interest attributable to that purchase payment will be accelerated. Your Enhanced Dollar Cost Averaging Program will terminate on the date of the last transfer.

Unless you instruct us otherwise, if you cancel your participation in the Enhanced Dollar Cost Averaging Program, any remaining dollar amounts will be transferred to the available investment divisions in accordance with the percentages you had chosen for the Enhanced Dollar Cost Averaging Program. We may impose minimum purchase payments and other restrictions to utilize this program.

Example:

		Date	Amount	EDCA 6-Month Program Interest Rate	Amount Transferred from EDCA Fixed Account to Selected Investment Division(s)
A	Enhanced Dollar Cost Averaging Program ("EDCA") 6-Month Program Initial Purchase Payment	5/1	\$12,000*	9.00%	\$2,000*
B		6/1			\$2,000
C		7/1			\$2,000
D	EDCA 6-Month Program Subsequent Purchase Payment	8/1	\$18,000**	8.00%	\$5,000**
E		9/1			\$5,000
F		10/1			\$5,000
G		11/1			\$5,000
H		12/1			\$4,483.22

* \$2,000/month to be transferred from first purchase payment of \$12,000 divided by 6 months.

** Additional \$3,000/month to be transferred from subsequent purchase payment of \$18,000 divided by 6 months. Amounts transferred are from the oldest purchase payment and its interest, and so forth, until the EDCA balance is exhausted.

The example is hypothetical and is not based upon actual previous or current rates.

The Allocator, Equity Generator and the Enhanced Dollar Cost Averaging Program are dollar cost averaging strategies. Dollar cost averaging involves investing at regular intervals of time. Since this involves continuously investing regardless of fluctuating prices, you should consider whether you can continue the strategy through periods of fluctuating prices.

Automated Investment Strategies

The Rebalancer®: You select a specific asset allocation for your entire Account Value from among the investment divisions and the Fixed Account, if available, on an annual, semi-annual, quarterly or monthly frequency. Each month (as

applicable, based on the frequency you select), on the day of the month that is the same as the Contract Anniversary date (e.g., the 10th, 11th, etc.), we transfer amounts among these options to bring the percentage of your Account Value in each option back to your original allocation. If the Contract Anniversary day is the 29th, 30th or 31st of the month, transfers are made on the first day of the next month. If the scheduled transfer date occurs on a date the Exchange is closed, the transfer will be made on the next date the Exchange is open. You may utilize the Rebalancer with the Enhanced Dollar Cost Averaging Program, provided that 100% of your Account Value (other than amounts in the Enhanced Dollar Cost Averaging Program) is allocated to this strategy.

The Index Selector®: You may select one of five asset allocation models which are designed to correlate to various risk tolerance levels. Based on the model you choose, your entire Account Value is divided among the Barclays Capital Aggregate Bond Index, MetLife Stock Index, Morgan Stanley EAFE® Index, Russell 2000® Index and MetLife Mid Cap Stock Index investment divisions and the Fixed Account (or the BlackRock Money Market Investment Division where the Fixed Account is not available). Every three months, on the day of the month that is the same as the Contract Anniversary date (e.g., the 10th, 11th, etc.), the percentage in each of these investment divisions and the Fixed Account (or the BlackRock Money Market Investment Division) is brought back to the selected model percentage by transferring amounts among the investment divisions and the Fixed Account. If the Contract Anniversary day is the 29th, 30th or 31st of the month, transfers are made on the first day of the next month. If the scheduled transfer date occurs on a date the Exchange is closed, the transfer will be made on the next date the Exchange is open.

You may utilize the Index Selector with the Enhanced Dollar Cost Averaging Program, provided that 100% of your Account Value (other than amounts in the Enhanced Dollar Cost Averaging Program) is allocated to this strategy. In the future, we may permit you to allocate less than 100% of your Account Value to this strategy other than when utilized with the Enhanced Dollar Cost Averaging Program.

We will continue to implement the Index Selector strategy using the percentage allocations of the model that were in effect when you elected the Index Selector strategy. You should consider whether it is appropriate for you to continue this strategy over time if your risk tolerance, time horizon or financial situation changes. This strategy may experience more volatility than our other strategies. We provide the elements to formulate the models. We may rely on a third party for its expertise in creating appropriate allocations.

The asset allocation models used in the Index Selector strategy may change from time to time. If you are interested in an updated model, please contact your sales representative.

The chart below summarizes the availability of the Dollar Cost Averaging and Enhanced Dollar Cost Averaging Programs and the automated investment strategies:

Optional Dollar Cost Averaging and Optional Enhanced Dollar Cost Averaging (“EDCA”) Programs

You may choose one:	B Class	B Plus Class	C Class	L Class	R Class
Equity Generator	Yes	Yes	No	Yes	Yes
Allocator	Yes	Yes	No	Yes	Yes
Not available in Contracts issued in New York State and Washington State with any living benefit or the Enhanced Death Benefit.					
EDCA	Yes	No	No	Yes	Yes
May not be used with purchase payments consisting of money from other variable annuities issued by MetLife or its affiliates.					

Optional Automated Investment Strategies

You may choose one:	B Class	B Plus Class	C Class	L Class	R Class
Rebalancer	Yes	Yes	Yes	Yes	Yes
Automatic if you choose option (B) of the Investment Allocation Restrictions for the Enhanced Death Benefit, Guaranteed Minimum Income Benefit Plus II or the Lifetime Withdrawal Guarantee II					
Index Selector	Yes	Yes	Yes	Yes	Yes
Not available if you choose option (B) of the Investment Allocation Restrictions for the Enhanced Death Benefit, Guaranteed Minimum Income Benefit Plus II or the Lifetime Withdrawal Guarantee II. The Moderate to Aggressive and Aggressive Models are not available with the Enhanced Death Benefit, the Guaranteed Minimum Income Benefit Plus II or the Lifetime Withdrawal Guarantee II.					

Purchase Payments

The B Class and R Class minimum initial purchase payment is \$5,000 for the Non-Qualified Contract and \$2,000 for the Traditional IRA and Roth IRA Contracts. The minimum initial purchase payment through debit authorization for the B Class and R Class Non-Qualified Contract is \$500; the minimum initial purchase payment through debit authorization for the B Class and R Class Traditional IRA and Roth IRA Contracts is \$100. If you choose to purchase a B Plus Class Contract, the minimum initial purchase payment is \$10,000. The minimum initial purchase payment for the C Class and L Class is \$25,000. We reserve the right to accept amounts transferred from other annuity contracts that meet the minimum initial purchase payment at the time of the transfer request, but, at the time of receipt in good order, do not meet such requirements because of loss in market value.

If you are purchasing the Contract as the beneficiary of a deceased person's IRA, purchase payments must consist of monies which are direct transfers (as defined under the tax law) from other IRA contracts in the name of the same decedent.

You may continue to make purchase payments while you receive Systematic Withdrawal Program payments, as described later in this Prospectus, unless your purchase payments are made through debit authorization. The minimum subsequent purchase payment for all Contracts is \$500, except for debit authorizations, where the minimum subsequent purchase payment is \$100, or any amount we are required to accept under applicable tax law. We will also accept at least once every 24 months any otherwise allowable contribution to your Traditional IRA or Roth IRA provided it is at least \$50.

We will issue the B, C, L or R Class Contract to you before your 86th birthday. We will issue the B Plus Class Contract to you before your 81st birthday. We will accept your purchase payments until the oldest owner or joint owner (or the annuitant if the owner is a non-natural person) reaches age 91. We reserve the right to reject any purchase payment.

The chart below summarizes the minimum initial and subsequent purchase payments for each Contract class:

	B Class	B Plus Class	C Class	L Class	R Class
Initial Purchase Payment	\$5,000 (\$2,000: Traditional IRA and Roth IRA)	\$10,000	\$25,000	\$25,000	\$5,000 (\$2,000: Traditional IRA and Roth IRA)
Subsequent Purchase Payment	\$500	\$500	\$500	\$500	\$500
(or any amount we are required to accept under applicable tax law)					
Debit Authorizations					
Initial	\$500 (\$100: Traditional IRA and Roth IRA)	\$10,000	\$25,000	\$25,000	\$500 (\$100: Traditional IRA and Roth IRA)
Subsequent	\$100	\$100	\$100	\$100	\$100
(or any amount we are required to accept under applicable tax law)					

Allocation of Purchase Payments

You decide how your money is allocated among the Fixed Account, if available, the Enhanced Dollar Cost Averaging Program, if available, and the investment divisions. You may not choose more than 18 funding choices at the time your initial purchase payment is allocated among the funding choices. You can change your allocations for future purchase payments. We will make allocation changes when we receive your request for a change. Unless we have a record of your request to allocate future purchase payments to more than 18 funding choices, you may not choose more than 18 funding choices at the time your subsequent purchase payment is allocated among the funding choices. You may also specify an effective date for the change as long as it is within 30 days after we receive the request. See “Investment Choices — Investment Allocation Restrictions for Certain Benefits”, “Enhanced Death Benefit”, “Guaranteed Income Benefits” and “Guaranteed Withdrawal Benefits” for allocation restrictions if you elect certain optional benefits.

Debit Authorizations

You may elect to have purchase payments made automatically. With this payment method, your bank deducts money from your bank account and makes the purchase payment for you.

Limits on Purchase Payments

Your ability to make purchase payments also may be limited by:

- Federal tax laws or regulatory requirements;
- Our right to limit the total of your purchase payments to \$1,000,000; and
- Our right to restrict purchase payments to the Fixed Account, if available, and the Enhanced Dollar Cost Averaging Program if (1) the interest rate we credit in the Fixed Account is equal to the guaranteed minimum rate as stated in your Contract; or (2) your Fixed Account Value and Enhanced Dollar Cost Averaging Program balance is equal to or exceeds our maximum for a Fixed Account allocation (e.g., \$1,000,000).

The Value of Your Investment

Accumulation Units are credited to you when you make purchase payments or transfers into an investment division. When you withdraw or transfer money from an investment division (as well as when we apply the Annual Contract Fee and, if selected, the charges for the Enhanced Death Benefit or any of the optional Living Benefits), accumulation units are liquidated. We determine the number of accumulation units by dividing the amount of your purchase payment, transfer or withdrawal by the Accumulation Unit Value on the date of the transaction.

This is how we calculate the Accumulation Unit Value for each investment division:

- First, we determine the change in investment performance (including any investment-related charge) for the underlying Portfolio from the previous trading day to the current trading day;
- Next, we subtract the daily equivalent of the Separate Account charge (for the class of the Contract you have chosen, including any optional benefits where the charge is assessed on the Separate Account) for each day since the last Accumulation Unit Value was calculated; and
- Finally, we multiply the previous Accumulation Unit Value by this result.

Examples

Calculating the Number of Accumulation Units

Assume you make a purchase payment of \$500 into one investment division and that investment division's Accumulation Unit Value is currently \$10.00. You would be credited with 50 accumulation units.

$$\frac{\$500}{\$10} = 50 \text{ accumulation units}$$

Calculating the Accumulation Unit Value

Assume yesterday's Accumulation Unit Value was \$10.00 and the number we calculate for today's investment experience (minus charges) for an underlying Portfolio is 1.05. Today's Accumulation Unit Value is \$10.50. The value of your \$500 investment is then \$525 ($50 \times \$10.50 = \525).

$$\$10.00 \times 1.05 = \$10.50 \text{ is the new Accumulation Unit Value}$$

However, assume that today's investment experience (minus charges) is .95 instead of 1.05. Today's Accumulation Unit Value is \$9.50. The value of your \$500 investment is then \$475 ($50 \times \$9.50 = \475).

$$\$10.00 \times .95 = \$9.50 \text{ is the new Accumulation Unit Value}$$

Transfer Privilege

You may make tax-free transfers among investment divisions or between the investment divisions and the Fixed Account, if available. Each transfer must be at least \$500 or, if less, your entire balance in an investment division (unless the transfer is in connection with an automated investment strategy or the Enhanced Dollar Cost Averaging Program). You may not make a transfer to more than 18 funding options at any one time if this request is made through our telephone voice response system or by Internet. A request to transfer to more than 18 funding options may be made by calling your Administrative Office. For us to process a transfer, you must tell us:

- The percentage or dollar amount of the transfer;
- The investment divisions (or Fixed Account) from which you want the money to be transferred;
- The investment divisions (or Fixed Account) to which you want the money to be transferred; and
- Whether you intend to start, stop, modify or continue unchanged an automated investment strategy by making the transfer.

We reserve the right to restrict transfers to the Fixed Account (if otherwise available) if (1) the interest rate we credit in the Fixed Account is equal to the guaranteed minimum rate as stated in your Contract; or (2) your Fixed Annuity balance is equal to or exceeds our maximum for Fixed Account allocations (*i.e.*, \$1,000,000.00).

Please see “Investment Choices — Investment Allocation Restrictions For Certain Benefits” for transfer restrictions in effect if you have the Enhanced Death Benefit, the Guaranteed Minimum Income Benefit Plus II or Lifetime Withdrawal Guarantee II.

Your transfer request must be in good order and completed prior to the close of the Exchange on a business day, if you want the transaction to take place on that day. All other transfer requests in good order will be processed on our next business day.

We may require you to use our original forms.

“Market Timing” Policies and Procedures

The following is a discussion of our market timing policies and procedures. They apply to both the “pay-in” and “pay-out” phase of your Contract.

Frequent requests from Contract owners to make transfers/reallocations may dilute the value of a Portfolio’s shares if the frequent transfers/reallocations involve an attempt to take advantage of pricing inefficiencies created by a lag between a change in the value of the securities held by the Portfolio and the reflection of that change in the Portfolio’s share price (“arbitrage trading”). Regardless of the existence of pricing inefficiencies, frequent transfers/reallocations may also increase brokerage and administrative costs of the underlying Portfolios and may disrupt portfolio management strategy, requiring a Portfolio to maintain a high cash position and possibly resulting in lost investment opportunities and forced liquidations (“disruptive trading”). Accordingly, arbitrage trading and disruptive trading activities (referred to collectively as “market timing”) may adversely affect the long-term performance of the Portfolios, which may in turn adversely affect Contract owners and other persons who may have an interest in the Contracts (e.g., annuitants and beneficiaries).

We have policies and procedures that attempt to detect and deter frequent transfers/reallocations in situations where we determine there is a potential for arbitrage trading. Currently, we believe that such situations may be present in the international, small-cap, and high-yield portfolios (*i.e.*, American Funds Global Small Capitalization, Artio International Stock, Clarion Global Real Estate, Dreman Small Cap Value, Harris Oakmark International, Invesco Small Cap Growth, Loomis Sayles Small Cap Core, Loomis Sayles Global Markets, Lord Abbett Bond Debenture, MFS® Emerging Markets Equity, MFS® Research International, Met/Eaton Vance Floating Rate, Met/Dimensional International Small Company, Met/Templeton Growth, Met/Templeton International Bond, Morgan Stanley EAFE® Index, Neuberger Berman Genesis, T. Rowe Price Small Cap Growth and Van Eck Global Natural Resources — the “Monitored Portfolios”) and we monitor transfer/reallocation activity in those Monitored Portfolios. In addition, as described below, we intend to treat all American Funds Insurance Series® Portfolios (“American Funds portfolios”) as Monitored Portfolios. We employ various means to monitor transfer/reallocation activity, such as examining the frequency and size of transfers/reallocations into and out of the Monitored Portfolios within given periods of time. For example, we currently monitor transfer activity to determine if, for each category of international, small-cap, and high-yield portfolios, in a 12-month period there were, (1) six or more transfers/reallocations involving the given category; (2) cumulative gross transfers/reallocations involving the given category that exceed the current Account Value; and (3) two or more “round-trips” involving any Monitored Portfolio in the given category. A round-trip generally is defined as a transfer/reallocation in followed by a transfer/reallocation out within the next seven calendar days or a transfer/reallocation out followed by a transfer/reallocation in within the next seven calendar days, in either case subject to certain other criteria.

We do not believe that other Portfolios present a significant opportunity to engage in arbitrage trading and therefore do not monitor transfer/reallocation activity in those Portfolios. We may change the Monitored Portfolios at any time without

notice in our sole discretion. In addition to monitoring transfer/reallocation activity in certain Portfolios, we rely on the underlying Portfolios to bring any potential disruptive transfer/reallocation activity they identify to our attention for investigation on a case-by-case basis. We will also investigate other harmful transfer/reallocation activity that we identify from time to time. We may revise these policies and procedures in our sole discretion at any time without prior notice.

American Funds® Monitoring Policy. As a condition to making their portfolios available in our products, American Funds® requires us to treat all American Funds portfolios as Monitored Portfolios under our current market timing and excessive trading policies and procedures. Further, American Funds® requires us to impose additional specified monitoring criteria for all American Funds portfolios available under the Contract, regardless of the potential for arbitrage trading. We are required to monitor transfer/reallocation activity in American Funds portfolios to determine if there were two or more transfers/reallocations in followed by transfers/reallocations out, in each case of a certain dollar amount or greater, in any 30-day period. A first violation of the American Funds® monitoring policy will result in a written notice of violation; each additional violation will result in the imposition of a six-month restriction, during which period we will require all reallocation/transfer requests to or from an American Funds portfolio to be submitted with an original signature. Further, as Monitored Portfolios, all American Funds portfolios also will be subject to our current market timing and excessive trading policies, procedures and restrictions (described below) and reallocation/transfer restrictions may be imposed upon a violation of either monitoring policy.

Our policies and procedures may result in transfer/reallocation restrictions being applied to deter market timing. Currently, when we detect transfer/reallocation activity in the Monitored Portfolios that exceeds our current transfer/reallocation limits, or other transfer/reallocation activity that we believe may be harmful to other Contract owners or other persons who have an interest in the Contracts, we require all future requests to or from any Monitored Portfolios or other identified Portfolios under that Contract to be submitted with an original signature.

Transfers made under a dollar cost averaging program, a rebalancing program or, if applicable, any asset allocation program described in this prospectus are not treated as transfers when we evaluate trading patterns for market timing.

The detection and deterrence of harmful transfer/reallocation activity involves judgments that are inherently subjective, such as the decision to monitor only those Portfolios we believe are susceptible to arbitrage trading or the determination of the transfer/reallocation limits. Our ability to detect and/or restrict such transfer/reallocation activity may be limited by operational and technological systems, as well as our ability to predict strategies employed by Contract owners to avoid such detection. Our ability to restrict such transfer/reallocation activity also may be limited by provisions of the Contract. Accordingly, there is no assurance that we will prevent all transfer/reallocation activity that may adversely affect Contract owners and other persons with interests in the Contracts. We do not accommodate market timing in any Portfolios and there are no arrangements in place to permit any contract owner to engage in market timing; we apply our policies and procedures without exception, waiver, or special arrangement.

The Portfolios may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares, and we reserve the right to enforce these policies and procedures. For example, Portfolios may assess a redemption fee (which we reserve the right to collect) on shares held for a relatively short period. The prospectuses for the Portfolios describe any such policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. Although we may not have the contractual authority or the operational capacity to apply the frequent trading policies and procedures of the Portfolios, we have entered into a written agreement as required by SEC regulation with each Portfolio or its principal underwriter that obligates us to provide to the Portfolio promptly upon request certain information about the trading activity of individual Contract owners, and to execute instructions from the Portfolio to restrict or prohibit further purchases or transfers/reallocations by specific Contract owners who violate the frequent trading policies established by the Portfolio.

In addition, Contract owners and other persons with interests in the Contracts should be aware that the purchase and redemption orders received by the Portfolios generally are “omnibus” orders from intermediaries, such as retirement

plans or separate accounts funding variable insurance contracts. The omnibus orders reflect the aggregation and netting of multiple orders from individual owners of variable insurance contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the Portfolios in their ability to apply their frequent trading policies and procedures. In addition, the other insurance companies and/or retirement plans may have different policies and procedures or may not have any such policies and procedures because of contractual limitations. For these reasons, we cannot guarantee that the Portfolios (and thus Contract owners) will not be harmed by transfer/reallocation activity relating to other insurance companies and/or retirement plans that may invest in the Portfolios. If a Portfolio believes that an omnibus order reflects one or more reallocation/transfer requests from Contract owners engaged in disruptive trading activity, the Portfolio may reject the entire omnibus order.

In accordance with applicable law, we reserve the right to modify or terminate the transfer/reallocation privilege at any time. We also reserve the right to defer or restrict the transfer/reallocation privilege at any time that we are unable to purchase or redeem shares of any of the Portfolios, including any refusal or restriction on purchases or redemptions of their shares as a result of their own policies and procedures on market timing activities (even if an entire omnibus order is rejected due to the market timing activity of a single Contract owner). You should read the Portfolio prospectuses for more details.

Access To Your Money

You may withdraw either all or part of your Account Value from the Contract. Other than those made through the Systematic Withdrawal Program, withdrawals must be at least \$500 or the Account Value, if less. If any withdrawal would decrease your Account Value below \$2,000, we will consider this a request for a full withdrawal. To process your request, we need the following information:

- The percentage or dollar amount of the withdrawal; and
- The investment divisions (or Fixed Account and Enhanced Dollar Cost Averaging Program) from which you want the money to be withdrawn.

Your withdrawal may be subject to withdrawal charges.

Generally, if you request, we will make payments directly to other investments on a tax-free basis. You may only do so if all applicable tax and state regulatory requirements are met and we receive all information necessary for us to make the payment. We may require you to use our original forms.

We may withhold payment of withdrawal if any portion of those proceeds would be derived from a Contract owner's check that has not yet cleared (*i.e.*, that could still be dishonored by your banking institution). We may use telephone, fax, Internet or other means of communication to verify that payment from the Contract has been or will be collected. We will not delay payment longer than necessary for us to verify that payment has been or will be collected. Contract owners may avoid the possibility of delay in the disbursement of proceeds coming from a check that has not yet cleared by providing us with a certified check.

Systematic Withdrawal Program

Under this program and subject to approval in your state, you may choose to automatically withdraw a certain amount each Contract Year. This amount is then paid throughout the Contract Year according to the time frame you select, e.g., monthly, quarterly, semi-annually or annually. For all Contract classes, except for the C Class, payments may be made monthly or quarterly during the first Contract Year. Unless we agree otherwise, this program will not begin within the first 60 days after the date we have issued you the Contract. Once the Systematic Withdrawal Program is initiated, the payments will automatically renew each Contract Year. Income taxes, tax penalties and withdrawal charges may apply to your withdrawals. Program payment amounts are subject to our required minimums and administrative restrictions. Your

Account Value will be reduced by the amount of your Systematic Withdrawal Program payments and applicable withdrawal charges. Payments under this program are not the same as income payments you would receive under a pay-out option.

If you do not provide us with your desired allocation, or there are insufficient amounts in the investment divisions, Enhanced Dollar Cost Averaging Program or the Fixed Account that you selected, the payments will be taken out pro-rata from the Fixed Account, Enhanced Dollar Cost Averaging Program and any investment divisions in which you then have money.

Selecting a Payment Date: Your payment date is the date we make the withdrawal. You may choose any calendar day for the payment date, other than the 29th, 30th or 31st of the month. When you select or change a payment date, we must receive your request at least 10 days prior to the selected payment date. (If you would like to receive your Systematic Withdrawal Program payment on or about the first of the month, you should make your request by the 20th day of the month.) If we do not receive your request in time, we will make the payment the following month after the date you selected. If you do not select a payment date, we will automatically begin systematic withdrawals within 30 days after we receive your request (other than the 29th, 30th or 31st of the month).

You may request to stop your Systematic Withdrawal Program at any time. We must receive any request in good order at least 30 days in advance. Although we need your written authorization to begin this program, you may cancel this program at any time by telephone or by writing to us (or over the Internet, if we agree) at our Administrative Office.

Systematic Withdrawal Program payments may be subject to a withdrawal charge unless an exception to this charge applies. We will determine separately the withdrawal charge and any relevant factors (such as applicable exceptions) for each Systematic Withdrawal Program payment as of the date it is withdrawn from your Contract.

Charges

There are two types of charges you pay while you have money in an investment division:

- Separate Account charge, and
- Investment-related charge.

We describe these charges below. The amount of the charge may not necessarily correspond to costs associated with providing the services or benefits indicated by the designation of the charge or associated with the Contract. For example, the withdrawal charge may not fully cover all of the sales and distribution expenses actually incurred by us, and proceeds from other charges, including the Separate Account charge, may be used in part to cover such expenses. We can profit from certain Contract charges. The Separate Account charges you pay will not reduce the number of accumulation units credited to you. Instead, we deduct the charges as part of the calculation of the Accumulation Unit Value. We guarantee that the Separate Account insurance-related charge will not increase while you have the Contract.

Separate Account Charge

Each class of the Contract has a different annual Separate Account charge that is expressed as a percentage of the average account value. A portion of this annual Separate Account charge is paid to us daily based upon the value of the amount you have in the Separate Account on the day the charge is assessed. This charge includes insurance-related charges that pay us for the risk that you may live longer than we estimated. Then, we could be obligated to pay you more in payments from a pay-out option than we anticipated. Also, we bear the risk that the guaranteed death benefit we would pay should you die during your pay-in phase is larger than your Account Value. This charge also includes the risk that our expenses in administering the Contracts may be greater than we estimated. The Separate Account charge also pays us for our distribution costs to both our licensed salespersons and other broker-dealers.

The chart below summarizes the Separate Account charge for each class of the Contract with each death benefit that has an asset-based Separate Account charge prior to entering the pay-out phase of the Contract.

Separate Account Charges*

	B CLASS	B PLUS CLASS**	C CLASS	L CLASS	R CLASS
Standard Death Benefit	1.25%	1.80%	1.65%	1.50%	1.15%
Optional Annual Step-Up Death Benefit	1.45%	2.00%	1.85%	1.70%	1.35%
Optional Earnings Preservation Benefit*** . . . . .	.25%	.25%	.25%	.25%	.25%

* We currently charge an additional Separate Account charge of 0.25% of average daily net assets in the American Funds Growth-Income and American Funds Global Small Capitalization investment divisions.

We reserve the right to impose an additional Separate Account charge on investment divisions that we add to the Contract in the future. The additional amount will not exceed the annual rate of 0.25% of average daily net assets in any such investment divisions.

** The Separate Account charge for the B Plus Class will be reduced by 0.55% after you have held the Contract for nine years.

*** This charge is in addition to the Separate Account charge with the death benefit chosen.

Investment-Related Charge

This charge has two components. The first pays the investment managers for managing money in the Portfolios. The second consists of Portfolio operating expenses and 12b-1 Plan fees. The percentage you pay for the investment-related charge depends on which investment divisions you select. Each class of shares available to the Contracts has a 12b-1 Plan fee, which pays for distribution expenses. The class of shares available in the Metropolitan Fund and the Met Investors Fund is Class B, which has a 0.25% 12b-1 Plan fee (except for the American Funds Balanced Allocation, American Funds Bond, American Funds Growth Allocation, American Funds Growth and American Funds Moderate Allocation Portfolios of the Met Investors Fund, which are Class C and have a 0.55% 12b-1 Plan fee and the Pioneer Strategic Income Portfolio of the Met Investors Fund, which is Class E and has a 0.15% 12b-1 Plan fee). Class 2 shares of the available American Funds® have a 0.25% 12b-1 Plan fee. Amounts for each investment division for the previous year are listed in the Table of Expenses.

Annual Contract Fee

There is a \$30 Annual Contract Fee. This fee is waived if your Account Value is at least \$50,000. It is deducted on a pro-rata basis from the investment divisions on the Contract Anniversary. No portion of the fee is deducted from the Fixed Account. Regardless of the amount of your Account Value, the entire fee will be deducted at the time of a total withdrawal of your Account Value. This charge pays us for our miscellaneous administrative costs. These costs which we incur include financial, actuarial, accounting and legal expenses. We reserve the right to deduct this fee during the pay-out phase.

Optional Enhanced Death Benefit

The Enhanced Death Benefit is available for an additional charge of 0.75% for issue ages 69 or younger and 0.95% for issue ages 70-75 of the Death Benefit Base (as defined later in this Prospectus), deducted at the end of each Contract Year prior to taking into account any Optional Step-Up by withdrawing amounts on a pro-rata basis from your Fixed Account Value, Enhanced Dollar Cost Averaging Program balance and Separate Account Value. We take amounts from the Separate Account by canceling accumulation units from your Separate Account Value. If you elect the Optional Step-Up of the Enhanced Death Benefit, we may increase the charge to a rate that does not exceed the lower of: (a) the maximum Optional Step-Up charge (1.50%) or (b) the current rate that we charge for the same rider available for new Contract purchases at the time of the Optional Step-Up. For Contracts issued before May 4, 2009, the charge for the Enhanced

Death Benefit is 0.65% of the Death Benefit Base for issue ages 0-69 and 0.90% of the Death Benefit Base for issue ages 70-75 and, if you elect both the Guaranteed Minimum Income Benefit Plus II and the Enhanced Death Benefit, the percentage charge for the Enhanced Death Benefit is reduced by 0.05%.

Optional Guaranteed Minimum Income Benefits

All Guaranteed Minimum Income Benefits are available for an additional charge based on the guaranteed minimum income base (as defined later in this Prospectus), deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Account Value, Enhanced Dollar Cost Averaging Program balance and Separate Account Value. We take amounts from the Separate Account by canceling accumulation units from your Separate Account Value.

The Guaranteed Minimum Income Benefit Plus II charge is 1.00% in all states except New York, where the charge is 0.95%. If you elect the Optional Reset we may increase the charge to a rate that does not exceed the lower of: (a) the maximum Optional Step-Up charge (1.50%) or (b) the current rate that we charge for the same rider available for new Contract purchases at the time of the Optional Step-Up.

The Guaranteed Minimum Income Benefit II charge is 0.50% of the guaranteed minimum income base and is deducted at the end of the Contract Year in the same manner as described above. Guaranteed Minimum Income Benefit II is no longer available for sale.

Optional Guaranteed Withdrawal Benefits

The Lifetime Withdrawal Guarantee II is available for an additional charge of a percentage of the Total Guaranteed Withdrawal Amount (as defined later in this Prospectus). The percentage is deducted at the end of each Contract Year after applying any Compounding Income Amount and prior to taking into account any Automatic Annual Step-Up occurring on the Contract Anniversary, by withdrawing amounts on a pro-rata basis from your Fixed Account Value, Enhanced Dollar Cost Averaging Program balance and Separate Account Value. We take amounts from the Separate Account by canceling accumulation units from your Separate Account Value. The Lifetime Withdrawal Guarantee II is available for an additional charge of 1.25% for the Single Life Version and 1.50% for the Joint Life Version. If you elect Automatic Annual Step-Ups, we may increase the Lifetime Withdrawal Guarantee II charge to a rate that does not exceed the lower of (a) the maximum Automatic Annual Step-Up charge (1.60% for the Single Life Version or 1.80% for the Joint Life Version) or (b) the current rate that we charge for the same rider available for new Contract purchases at the time of the Automatic Annual Step-Up.

For Contracts issued on or after February 24, 2009 and prior to July 13, 2009, the charge for the Lifetime Withdrawal Guarantee II is equal to 1.25% (Single Life version) or 1.50% (Joint Life version) of the Total Guaranteed Withdrawal Amount on the applicable Contract Anniversary, after applying any 7.25% Compounding Income Amount and prior to taking into account any Automatic Annual Step-Up occurring on such Contract Anniversary.

If the Lifetime Withdrawal Guarantee II is in effect, the charge will continue even if your Remaining Guaranteed Withdrawal Amount equals zero.

The Enhanced Guaranteed Withdrawal Benefit is available for an additional charge of a percentage of the Guaranteed Withdrawal Amount (as defined later in this Prospectus), deducted at the end of each Contract Year prior to taking into account any Optional Reset by withdrawing amounts on a pro-rata basis from your Fixed Account Value, Enhanced Dollar Cost Averaging Program balance and Separate Account Value. We take amounts from the Separate Account by canceling accumulation units from your Separate Account Value. The charge for the Enhanced Guaranteed Withdrawal Benefit is 0.55%. If you elect an Optional Reset, we may increase the Enhanced Guaranteed Withdrawal Benefit charge to the charge applicable to current Contract purchases of the same rider at the time of the Step-Up, but no more than a maximum of 1.00%.

If the Enhanced Guaranteed Withdrawal Benefit is in effect, the charge will not continue if your Benefit Base equals zero.

Premium and Other Taxes

Some jurisdictions tax what are called “annuity considerations.” These may apply to purchase payments, Account Values and death benefits. In most jurisdictions, we currently do not deduct any money from purchase payments, Account Values or death benefits to pay these taxes. Generally, our practice is to deduct money to pay premium taxes (also known as “annuity” taxes) only when you exercise a pay-out option. In certain jurisdictions, we may deduct money to pay premium taxes on lump sum withdrawals or when you exercise a pay-out option. We may deduct an amount to pay premium taxes some time in the future since the laws and the interpretation of the laws relating to annuities are subject to change.

Premium taxes, if applicable, currently depend on the Contract you purchase and your home state or jurisdiction. The chart in Appendix A shows the jurisdictions where premium taxes are charged and the amount of these taxes.

We also reserve the right to deduct from purchase payments, Account Values, withdrawals or income payments, any taxes (including, but not limited to, premium taxes) paid by us to any government entity relating to the Contracts. Examples of these taxes include, but are not limited to, generation skipping transfer tax or a similar excise tax under federal or state tax law which is imposed on payments we make to certain persons and income tax withholdings on withdrawals and income payments to the extent required by law. We will, at our sole discretion, determine when taxes relate to the Contracts. We may, at our sole discretion, pay taxes when due and deduct that amount from the Account Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date.

Withdrawal Charges

A withdrawal charge may apply if you withdraw purchase payments that were credited to your Contract. There are no withdrawal charges for the C Class Contract or in certain situations or upon the occurrence of certain events (see “When No Withdrawal Charge Applies”). Unless the withdrawal qualifies under one of these situations, events or circumstances, withdrawal charges will apply where there is a request to divide the Account Value due to a divorce. To determine the withdrawal charge for the Contracts, we treat your Fixed Account, Enhanced Dollar Cost Averaging Program and Separate Account as if they were a single account and ignore both your actual allocations and the Fixed Account, Enhanced Dollar Cost Averaging Program or investment division from which the withdrawal is actually coming. To do this, we first assume that your withdrawal is from earnings, then from amounts (other than earnings) that can be withdrawn without a withdrawal charge and then from purchase payments, each on a “first-in-first-out” (oldest money first) basis. Once we have determined the amount of the withdrawal charge, we will then withdraw it from the Fixed Account, Enhanced Dollar Cost Averaging Program and the investment divisions in the same proportion as the withdrawal is being made.

For a full withdrawal, we multiply the amount to which the withdrawal charge applies by the percentage shown, keep the result as a withdrawal charge and pay you the rest.

For partial withdrawals, we multiply the amount to which the withdrawal charge applies by the percentage shown, keep the result as a withdrawal charge and pay you the rest. We will treat your request as a request for a full withdrawal if your Account Value is not sufficient to pay both the requested withdrawal and the withdrawal charge, or if the withdrawal leaves an Account Value that is less than the minimum required.

The withdrawal charge on purchase payments withdrawn for each class is as follows:

IF WITHDRAWN DURING CONTRACT YEAR	B CLASS	B Plus CLASS	C CLASS	L CLASS	R CLASS
1	7%	8%	None	7%	8%
2	6%	8%		6%	8%
3	6%	7%		5%	7%
4	5%	6%		0%	6%
5	4%	5%		0%	5%
6	3%	4%		0%	4%
7	2%	3%		0%	3%
8	0%	2%		0%	2%
9	0%	1%		0%	1%
Thereafter	0%	0%		0%	0%

The withdrawal charge reimburses us for our costs in selling the Contracts. We may use our profits (if any) from the Separate Account charge to pay for our costs to sell the Contracts which exceed the amount of withdrawal charges we collect.

When No Withdrawal Charge Applies

In some cases, we will not charge you the withdrawal charge when you make a withdrawal. We may, however, ask you to prove that you meet any of the conditions listed below.

You do not pay a withdrawal charge:

- If you have a C Class Contract.
- On transfers you make within your Contract among the investment divisions and transfers to or from the Fixed Account.
- On withdrawals of purchase payments you made over seven Contract Years ago for the B Class, nine Contract Years ago for the B Plus Class, three Contract Years ago for the L Class, and nine Contract Years ago for the R Class.
- If you choose payments over one or more lifetimes except, in certain cases, under the Guaranteed Minimum Income Benefit.
- If you die during the pay-in phase. Your beneficiary will receive the full death benefit without deduction.
- If your Contract permits and your spouse is substituted as the owner of the Contract and continues the Contract, that portion of the Account Value that is equal to the “step-up” portion of the death benefit.
- If you withdraw only your earnings from the investment divisions.
- During the first Contract Year, if you are in the Systematic Withdrawal Program, and you withdraw up to 10% of your total purchase payments at the rate of $\frac{1}{12}$ of such 10% each month on a non-cumulative basis, if withdrawals are on a monthly basis, or $\frac{1}{4}$ of such 10% each quarter on a non-cumulative basis, if withdrawals are on a quarterly basis.
- After the first Contract Year, if you withdraw up to 10% of your total purchase payments, per Contract Year. This 10% total withdrawal may be taken in an unlimited number of partial withdrawals during that Contract Year.
- If the withdrawal is to avoid required federal income tax penalties (not including Section 72(t) or (q) under the Internal Revenue Code) or to satisfy federal income tax rules concerning minimum distribution requirements that apply to your Contract. For purposes of this exception, we assume that the Contract is the only contract or funding vehicle from which distributions are required to be taken and we will ignore all other Account Values. This exception does not apply if you have a Non-Qualified or Roth IRA Contract.

- If you accept an amendment converting your Traditional IRA Contract to a Roth IRA Contract.
- If you properly “recharacterize” as permitted under federal tax law your Traditional IRA Contract or a Roth IRA Contract using the same Contract.
- This Contract feature is only available if you are less than 86 years old on the Contract issue date. After the first Contract Year, if approved in your state, and your Contract provides for this, to withdrawals to which a withdrawal charge would otherwise apply, if you have been either the Contract owner continuously since the issue of the Contract or the spouse who continues the Contract:
 - Has been a resident of certain nursing home facilities or a hospital for a minimum of 90 consecutive days or for a minimum total of 90 days where there is no more than a 6-month break in that residency and the residencies are for related causes, where you have exercised this right no later than 90 days of exiting the nursing home facility or hospital; or
 - Is diagnosed with a terminal illness and not expected to live more than 12 months.
- This Contract feature is only available if you are less than 65 years old on the date you became disabled and if the disability commences subsequent to the first Contract Anniversary. After the first Contract Year, if approved in your state, and your Contract provides for this, if you are disabled as defined in the federal Social Security Act (or as defined by the Internal Revenue Code for Oregon Contracts) and if you have been the Contract owner continuously since the issue of the Contract or the spouse who continues the Contract.
- If you have transferred money which is not subject to a withdrawal charge (because you have satisfied contractual provisions for a withdrawal without the imposition of a Contract withdrawal charge) from certain eligible MetLife contracts or certain eligible contracts of MetLife affiliates into the Contract, and the withdrawal is of these transferred amounts and we agree. Any purchase payments made after the transfer are subject to the usual withdrawal charge schedule.
- Subject to availability in your state, if the early withdrawal charge that would apply if not for this provision (1) would constitute less than 0.50% of your Account Value and (2) you transfer your total Account Value to certain eligible contracts issued by MetLife or its affiliated companies and we agree.

Free Look

You may cancel your Contract within a certain time period. This is known as a “free look.” Not all Contracts issued are subject to free look provisions under state law. We must receive your request to cancel in writing by the appropriate day in your state, which varies from state to state. The time period may also vary depending on your age and whether you purchased your Contract from us directly, through the mail or with money from another annuity or life insurance policy. Depending on state law, we may refund all of your purchase payments or your Account Value as of the date your refund request is received at your Administrative Office in good order.

Any Bonus does not become yours until after the “free look” period; we retrieve it if you exercise the “free look”. Your exercise of any “free look” is the only circumstance under which the 6% credit will be retrieved (commonly called “recapture”). If your state requires us to refund your Account Value, the refunded amount will include any investment performance attributable to the 6% credit. If there are any losses from investment performance attributable to the 6% credit, we will bear that loss.

Death Benefit — Generally

One of the insurance guarantees we provide you under your Contract is that your beneficiaries will be protected during the “pay-in” phase against market downturns. You name your beneficiary(ies).

If you intend to purchase the Contract for use with a Traditional IRA or Roth IRA, please refer to the discussion concerning IRAs in the Tax Section of this Prospectus.

The standard death benefit is described below. Additional optional death benefits are described in the “Optional Death Benefits” section. Check your contract and riders for the specific provisions applicable to you. One or more optional death benefits may not be available in your state (check with your registered representative regarding availability).

The death benefit is determined as of the end of the business day on which we receive both due proof of death and an election for the payment method.

Where there are multiple beneficiaries, the death benefit will only be determined as of the time the first beneficiary submits the necessary documentation in good order. If the death benefit payable is an amount that exceeds the Account Value on the day it is determined, we will apply to the Contract an amount equal to the difference between the death benefit payable and the Account Value, in accordance with the current allocation of the Account Value. This death benefit amount remains in the investment divisions until each of the other beneficiaries submits the necessary documentation in good order to claim his/her death benefit. Any death benefit amounts held in the investment divisions on behalf of the remaining beneficiaries are subject to investment risk. There is no additional death benefit guarantee.

Your beneficiary has the option to apply the death benefit less any applicable premium taxes to a pay-out option offered under your Contract. Your beneficiary may, however, decide to take a lump sum payment. If you purchased the Contract as a deceased person's beneficiary under an IRA, your beneficiary may be limited by tax law as to the method of distribution of any death benefit. Please see the Tax Section of this Prospectus.

If you are a non-natural person, then the life of the annuitant is the basis for determining the death benefit. If there are joint Contract owners, the oldest of the two will be used as a basis for determining the death benefit.

If you are a natural person and you change ownership of the Contract to someone other than your spouse, the death benefit is calculated as described in the following pages except all values used to calculate the death benefit, which may include, Highest Anniversary Value as of each fifth Contract Anniversary, Highest Anniversary Value as of each Contract Anniversary and Annual Increase Amount (depending on whether you choose an optional benefit), are reset on the date of the change in Contract owner.

Spousal Continuation. If the beneficiary is your spouse, the beneficiary may be substituted as the owner of the Contract and continue the Contract under the terms and conditions of the Contract that applied prior to the owner's death, with certain exceptions described in the Contract. In that case, the Account Value will be adjusted to equal the death benefit. (Any additional amounts added to the Account Value will be allocated in the same proportions to each balance in an investment division, Enhanced Dollar Cost Averaging Program and the Fixed Account as each bears to the total Account Value.) There would be a second death benefit payable upon the death of the spouse. The spouse is permitted to make additional purchase payments. The spouse would not be permitted to choose any optional benefit available under the Contract, unless the deceased spouse had previously purchased the benefit at issue of the Contract. Any amounts in the Contract would be subject to applicable withdrawal charges except for that portion of the Account Value that is equal to the “step-up” portion of the death benefit.

If the spouse continues the Contract, the second death benefit is calculated as described in the following pages except all values used to calculate the death benefit, which may include, Highest Anniversary Value as of each fifth Contract Anniversary, Highest Anniversary Value as of each Contract Anniversary and Annual Increase Amount (depending on whether you choose an optional benefit), are reset on the date the spouse continues the Contract. If the Contract includes both the optional Guaranteed Minimum Income Benefit Plus II and the optional Enhanced Death Benefit, the Annual Increase Amount for the optional Guaranteed Minimum Income Benefit Plus II is also reset on the date the spouse continues the Contract.

Spousal continuation will not satisfy required minimum distribution rules for tax-qualified Contracts other than IRAs.

“Stretch IRA” Contracts. We permit your beneficiary to hold the Traditional IRA Contract in your name after your death for his/her benefit. We issue a new Contract to your beneficiary to facilitate the distribution of payments. The designated beneficiary's interest in the Contract must be distributed in accordance with minimum required distribution rules for contracts under the income tax regulations over a period no longer than the designated beneficiary's single life expectancy with the distributions beginning within 12 months after the date of your death. The new Contract is issued in the same contract class as your Contract, except, if you had a B Plus Class Contract, the Contract is issued as a B Class Contract. In that case the Account Value would be reset to equal the death benefit on the date the beneficiary submits the necessary documentation in good order. (Any additional amounts added to the Account Value would be allocated in the same proportions to each balance in an investment division and the Fixed Account as each bears to the total Account Value.) There would be a second death benefit payable upon the death of the beneficiary. Your beneficiary is permitted to make additional purchase payments consisting generally of monies which are direct transfers (as defined under the tax law) from other IRA contracts in the name of the same decedent. Any additional purchase payments would be subject to applicable withdrawal charges. The beneficiary may be permitted to choose some optional benefits available under the Contract, but certain Contract provisions or programs may not be available.

If your beneficiary holds the Traditional IRA Contract in your name after your death for his/her benefit, the death benefit would be calculated as described in the following pages except all values used to calculate the death benefit, which may include, Highest Anniversary Value as of each fifth Contract Anniversary, Highest Anniversary Value as of each Contract Anniversary and Annual Increase Amount (depending on whether you choose an optional benefit), would be reset on the date the beneficiary then holds the Contract. At the death of the beneficiary, the beneficiary's beneficiary may be limited by tax law as to the method of distribution of any death benefit.

“Stretch Non-Qualified” Contracts. If available in your state, we permit your beneficiary to hold the Non-Qualified Contract in your name after your death for his/her benefit. We issue a new Contract to your beneficiary to facilitate the distribution of payments. The designated beneficiary's interest in the Contract must be distributed in accordance with minimum required distribution rules for contracts under the income tax regulations over a period no longer than the designated beneficiary's single life expectancy with the distributions beginning within 12 months after the date of your death. The new Contract is issued in the same Contract class as your Contract, except, if you had a B Plus Class Contract, the Contract is issued as a B Class Contract. In that case the Account Value would be reset to equal the death benefit on the date the beneficiary submits the necessary documentation in good order. (Any additional amounts added to the Account Value would be allocated in the same proportions to each balance in an investment division and the Fixed Account as each bears to the total Account Value.) There would be a second death benefit payable upon the death of the beneficiary. Your beneficiary is permitted to make additional purchase payments consisting generally of monies which are direct transfers (as defined under the tax law) from other non-qualified contracts in the name of the same decedent. Any additional purchase payments would be subject to applicable withdrawal charges. The beneficiary may be permitted to choose some of the optional benefits available under the Contract, but no optional living benefit options are available and certain Contract provisions or programs may not be available.

If your beneficiary holds the Non-Qualified Contract in your name after your death for his/her benefit, the death benefit would be calculated as described in the following pages except all values used to calculate the death benefit, which may include, Highest Anniversary Value as of each fifth Contract Anniversary, Highest Anniversary Value as of each Contract Anniversary and Annual Increase Amount (depending on whether you choose an optional benefit), would be reset on the date the beneficiary then holds the Contract. At the death of the beneficiary, the beneficiary's beneficiary may be limited by tax law and our administrative procedures as to the available methods and period of distribution of any death benefit.

Total Control Account. The beneficiary may elect to have the Contract's death proceeds paid through an account called the Total Control Account at the time for payment. The Total Control Account is an interest-bearing account

through which the beneficiary has complete access to the proceeds, with unlimited check writing privileges. We credit interest to the account at a rate that will not be less than a minimum guaranteed rate.

Assets backing the Total Control Accounts are maintained in our general account and are subject to the claims of our creditors. We will bear the investment experience of such assets; however, regardless of the investment experience of such assets, the interest credited to the Total Control Account will never fall below the applicable guaranteed minimum rate. Because we bear the investment experience of the assets backing the Total Control Accounts, we may receive a profit from these assets. The Total Control Account is not insured by the FDIC or any other governmental agency.

Standard Death Benefit

The Standard Death Benefit is designed to provide protection against adverse investment experience. In general, it guarantees that the death benefit will not be less than the greater of (1) your Account Value; (2) total purchase payment less partial withdrawals; or (3) your “Highest Anniversary Value” (as described below) as of each fifth Contract Anniversary.

If you die during the pay-in phase and you have not chosen one of the optional death benefits, the death benefit the beneficiary receives will be equal to the greatest of:

1. Your Account Value; or
2. Total purchase payments reduced proportionately by the percentage reduction in Account Value attributable to each partial withdrawal; or
3. “Highest Anniversary Value” as of each fifth Contract Anniversary, determined as follows:
 - At issue, the Highest Anniversary Value is your initial purchase payment;
 - Increase the Highest Anniversary Value by each subsequent purchase payment;
 - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Value attributable to each subsequent partial withdrawal;
 - On each fifth Contract Anniversary before your 81st birthday, compare the (1) then-Highest Anniversary Value to the (2) current Account Value and (3) total purchase payments reduced proportionately by the percentage reduction in Account Value attributable to each partial withdrawal and set the Highest Anniversary Value equal to the greatest of the three.
 - After the Contract Anniversary immediately preceding your 81st birthday, adjust the Highest Anniversary Value only to:
 - Increase the Highest Anniversary Value by each subsequent purchase payment or
 - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Value attributable to each subsequent partial withdrawal.

For purposes of determining the Highest Anniversary Value as of the applicable Contract Anniversary, purchase payments increase the Highest Anniversary Value on a dollar for dollar basis. Partial withdrawals however, reduce the Highest Anniversary Value proportionately, that is the percentage reduction is equal to the dollar amount of the withdrawal (plus applicable withdrawal charges) divided by the Account Value before the withdrawal.

Example:

		Date	Amount
A	Initial Purchase Payment	10/1/2010	\$100,000
B	Account Value	10/1/2011 (First Contract Anniversary)	\$104,000
C	Death Benefit	As of 10/1/2011	\$104,000 (= greater of A and B)
D	Account Value	10/1/2012 (Second Contract Anniversary)	\$90,000
E	Death Benefit	10/1/2012	\$100,000 (= greater of A and D)
F	Withdrawal	10/2/2012	\$9,000
G	Percentage Reduction in Account Value	10/2/2012	10% (= F/D)
H	Account Value after Withdrawal	10/2/2012	\$81,000 (= D – F)
I	Purchase Payments reduced for Withdrawal	As of 10/2/2012	\$90,000 (= A – (A × G))
J	Death Benefit	10/2/2012	\$90,000 (= greater of H and I)
K	Account Value	10/1/2015	\$125,000
L	Death Benefit (Highest Anniversary Value)	As of 10/1/2015 (Fifth Anniversary)	\$125,000 (= greater of I and K)
M	Account Value	10/2/2015	\$110,000
N	Death Benefit	As of 10/2/2015	\$125,000 (= greatest of I, L, M)

Notes to Example

Purchaser is age 60 at issue.

Any withdrawal charge withdrawn from the Account Value is included when determining the percentage of Account Value withdrawn.

Account Values on 10/1/12 and 10/2/12 are assumed to be equal prior to the withdrawal.

Optional Death Benefits

There may be versions of each optional death benefit that vary by issue date and state availability. In addition, a version may become available (or unavailable) in different states at different times. Please check with your registered representative regarding which version(s) are available in your state. If you have already been issued a Contract, please check your Contract and riders for the specific provisions applicable to you.

Annual Step-Up Death Benefit

The Annual Step-Up Death Benefit is designed to provide protection against adverse investment experience. In general, it guarantees that the death benefit will not be less than the greater of (1) your Account Value; or (2) your “Highest Anniversary Value” (as described below) as of each Contract Anniversary.

You may purchase at application a death benefit that provides that the death benefit amount is equal to the greater of:

1. The Account Value; or
2. “Highest Anniversary Value” as of each Contract Anniversary, determined as follows:
 - At issue, the Highest Anniversary Value is your initial purchase payment;
 - Increase the Highest Anniversary Value by each subsequent purchase payment;
 - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Value attributable to each subsequent partial withdrawal;
 - On each Contract Anniversary before your 81st birthday, compare the (1) then-Highest Anniversary Value to the (2) current Account Value and set the Highest Anniversary Value equal to the greater of the two.
 - After the Contract Anniversary immediately preceding your 81st birthday, adjust the Highest Anniversary Value only to:
 - Increase the Highest Anniversary Value by each subsequent purchase payment or
 - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Value attributable to each subsequent partial withdrawal.

For purposes of determining the Highest Anniversary Value as of the applicable Contract Anniversary, purchase payments increase the Highest Anniversary Value on a dollar for dollar basis. Partial withdrawals, however, reduce the Highest Anniversary Value proportionately, that is, the percentage reduction is equal to the dollar amount of the withdrawal (plus applicable withdrawal charges) divided by the Account Value immediately before the withdrawal.

You may not purchase this benefit if you are 78 years of age or older.

The Annual Step-Up Death Benefit is available, for a charge, in addition to the Standard Death Benefit charge, of 0.20% annually of the average daily value of the amount you have in the Separate Account.

Example:

		Date	Amount
A	Initial Purchase Payment	10/1/2010	\$100,000
B	Account Value	10/1/2011 (First Contract Anniversary)	\$104,000
C	Death Benefit (Highest Anniversary Value)	As of 10/1/2011	\$104,000 (= greater of A and B)
D	Account Value	10/1/2012 (Second Contract Anniversary)	\$90,000
E	Death Benefit (Highest Contract Year Anniversary)	10/1/2012	\$104,000 (= greater of B and D)
F	Withdrawal	10/2/2012	\$9,000
G	Percentage Reduction in Account Value	10/2/2012	10% (= F/D)
H	Account Value after Withdrawal	10/2/2012	\$81,000 (= D – F)
I	Highest Anniversary Value reduced for Withdrawal	As of 10/2/2012	\$93,600 (= E – (E × G))
J	Death Benefit	10/2/2012	\$93,600 (= greater of H and I)

Notes to Example

Purchaser is age 60 at issue.

Any withdrawal charge withdrawn from the Account Value is included when determining the percentage of Account Value withdrawn.

The Account Values on 10/1/12 and 10/2/12 are assumed to be equal prior to the withdrawal.

The Enhanced Death Benefit

If you have not elected any optional living benefit (other than the Guaranteed Minimum Income Benefit Plus II), you may select the Enhanced Death Benefit. The Enhanced Death Benefit is not available with a B Plus Class or C Class Contract in Washington or New York State. The Enhanced Death Benefit is designed to provide protection against adverse investment experience. In general, it guarantees that the death benefit will not be less than the greater of (1) your Account Value or (2) the “death benefit base” which is the greater of (a) the amount of your initial investment (adjusted for withdrawals), accumulated at 5% per year or (b) your “Highest Anniversary Value,” as described below.

The Enhanced Death Benefit is equal to the greater of:

1. The Account Value; or
2. The “Death Benefit Base”, which is the greater of the following:
 - a. The Annual Increase Amount which is the sum total of each purchase payment accumulated at a rate of 5% a year, through the Contract Anniversary date immediately prior to your 91st birthday and 0% thereafter, reduced by the sum total of each withdrawal adjustment accumulated at the rate of 5% a year from the date of the withdrawal.
 - For this purpose, all purchase payments credited within 120 days of the date we issued the Contract will be treated as if they were received on the date we issued the Contract.
 - The withdrawal adjustment is the Annual Increase Amount immediately prior to the withdrawal multiplied by the percentage reduction in Account Value attributable to the withdrawal if total withdrawals in a Contract Year are more than 5% of the Annual Increase Amount at the previous Contract Anniversary.
 - If total withdrawals in a Contract Year are less than or equal to 5% of the Annual Increase Amount at the previous Contract Anniversary, the withdrawal adjustment is the dollar amount of total withdrawals treated as a single withdrawal at the end of the Contract Year.
 - The Annual Increase Amount does not change after the Contract Anniversary on or following your 91st birthday, except that it is increased for each subsequent purchase payment and reduced proportionately by each withdrawal as described here where the annual increase rate is set at 0%; or
 - b. “Highest Anniversary Value” as of each Contract Anniversary, determined as follows:
 - At issue, the Highest Anniversary Value is your initial purchase payment;
 - Increase the Highest Anniversary Value by each subsequent purchase payment;
 - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Value attributable to each subsequent withdrawal;
 - On each Contract Anniversary before your 81st birthday, compare the (1) then-Highest Anniversary Value to the (2) current Account Value and set the Highest Anniversary Value equal to the greater of the two.

- After the Contract Anniversary immediately preceding your 81st birthday, adjust the Highest Anniversary Value only to:
 - Increase the Highest Anniversary Value by each subsequent purchase payment or
 - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Value attributable to each subsequent withdrawal.

For purposes of determining the Highest Anniversary Value as of the applicable Contract Anniversary, purchase payments increase the Highest Anniversary Value on a dollar for dollar basis. Partial withdrawals, however, reduce the Highest Anniversary Value proportionately, that is, the percentage reduction is equal to the dollar amount of the withdrawal (plus applicable withdrawal charges) divided by the Account Value immediately before the withdrawal.

You may not purchase the Enhanced Death Benefit if you are 76 years of age or older.

For Contracts for which applications and necessary information were received at your Administrative Office on or before May 1, 2009, we offered a version of the Enhanced Death Benefit that is no longer available. The prior version is the same as the current version except that the annual increase rate for the Annual Increase Amount and for withdrawal adjustments is 6% with respect to section 2(a) above, different investment allocation restrictions apply and different charges apply.

Optional Step-Up

On each Contract Anniversary on or after the first anniversary following the effective date of this optional benefit, you may elect an Optional Step-Up provided that (1) the Account Value exceeds the Annual Increase Amount immediately before the step-up; and (2) the Contract owner (or oldest joint owner or annuitant if the Contract is owned by a non-natural person) is not older than age 80 on the date of the Optional Step-Up.

We must receive your request to exercise the Optional Step-Up in writing or any other method acceptable to us. We must receive your request prior to the Contract Anniversary for an Optional Step-Up to occur on that Contract Anniversary.

The Optional Step-Up will:

- a) reset the Annual Increase Amount to the Account Value on the Contract Anniversary following the receipt of an Optional Step-Up election; and
- b) reset the Enhanced Death Benefit charge to a rate we determine, as long as that rate does not exceed the maximum Optional Step-Up charge of 1.50%, provided that this rate will not exceed the rate currently applicable to the same rider available for new Contract purchases at the time of the step-up.

On the date of the step-up, the Account Value on that day will be treated as a single purchase payment received on the date of the step-up for purposes of determining the Annual Increase Amount after the step-up. All purchase payments and withdrawal adjustments previously used to calculate the annual increase amount will be set equal to zero on the date of the step-up.

When you elect the Optional Step-Up, provided the above requirements are met, you may elect either:

- 1) a one time Optional Step-Up at any Contract Anniversary; or
- 2) Optional Step-Ups to occur under the Automatic Annual Step-Up (on any Contract Anniversary while this election is in effect, the Annual Increase Amount will reset to the Account Value automatically).

If you have also elected the Guaranteed Minimum Income Benefit Plus II and you elect Optional Step-Ups to occur under the Automatic Annual Step-Up, it will remain in effect through the seventh Contract Anniversary following the date you make the election. You may make a new election if you want Automatic Annual Step-Ups to continue, after the seventh Contract Anniversary.

In the event that the charge applicable to Contract purchases at the time of the step-up is higher than your current charge, you will be notified in writing a minimum of 30 days in advance of the applicable Contract Anniversary and be informed that you may choose to decline the Automatic Annual Step-Up. If you choose to decline the Automatic Annual Step-Up, you must notify us in writing at our Administrative Office no less than seven calendar days prior to the applicable Contract Anniversary.

Once you notify us of your decision to decline the Automatic Annual Step-Up, you will no longer be eligible for future Automatic Annual Step-Ups until you notify us in writing at our Administrative Office that you wish to reinstate the step-ups. This reinstatement will take effect at the next Contract Anniversary after we receive your request for reinstatement.

You may discontinue Automatic Annual Step-Ups at any time by notifying us in writing (or by any other method acceptable to us) at least 30 days prior to the Contract Anniversary following the date you make this election. If you discontinue Automatic Step-Ups, the Enhanced Death Benefit and charge will continue, and you may choose to elect a one time Optional Step-Up or reinstate Automatic Annual Step-Ups as described above.

Investment Allocation Restrictions. If you elect the Enhanced Death Benefit, there are certain investment allocation restrictions. Please see "Investment Allocation Restrictions For Certain Benefits."

Termination of the Enhanced Death Benefit. The Enhanced Death Benefit will terminate upon the earliest of:

- (a) The date you make a total withdrawal of your Account Value (pro-rata portion of the annual charge will apply);
- (b) When your Account Value is not sufficient to pay the charge for this benefit;
- (c) The date you annuitize your Contract (a pro-rata portion of the annual charge will apply);
- (d) A change of the Contract owner or joint Contract owner (or annuitant if the owner is a non-natural person), subject to our administrative procedures;
- (e) The date you assign your Contract, subject to our administrative procedures;
- (f) The date the death benefit amount is determined (excluding the determination of the death benefit amount under the spousal continuation option); or
- (g) The Contract is terminated.

Under our current administrative procedures, we will waive the termination of the Enhanced Death Benefit if you assign the Contract under the following limited circumstances. If the assignment is solely for your benefit on account of your direct transfer of Account Value under Section 1035 of the Code to fund premiums for a long term care insurance policy or purchase payments for an annuity contract issued by an insurance company which is not our affiliate and which is licensed to conduct business in any state. All such direct transfers are subject to any applicable withdrawal charges.

Charges. The Enhanced Death Benefit is available for an additional charge of 0.75% of the Death Benefit Base for issue ages 69 and younger and 0.95% for issue ages 70-75, deducted at the end of each Contract Year, prior to taking into account any Optional Step-Up. As described above, as a result of an Optional Step-Up, the charge may be increased up to a maximum of 1.50%. The charge is made by withdrawing amounts on a pro-rata basis from your Fixed Account Value, Enhanced Dollar Cost Averaging Program balance and Separate Account Value. We take amounts from the Separate Account by canceling accumulation units from your Separate Account Value. (The Fixed Account is not available in the C Class Contract. The Enhanced Dollar Cost Averaging Program is not available in the C and B Plus Class Contract.)

Example:

		Date	Amount
A	Initial Purchase Payment	10/1/2010	\$100,000
B	Account Value	10/1/2011 (First Contract Anniversary)	\$90,000
C1	Account Value (Highest Anniversary Value)	As of 10/1/2011	\$100,000 (= greater of A and B)
C2	5% Annual Increase Amount	As of 10/1/2011	\$105,000 (= A × 1.05)
C3	Death Benefit	10/1/2011	\$105,000 (= greater of C1 and C2)
D	Withdrawal (Dollar-For-Dollar within 5% limit)	10/2/2011	\$5,000
E	Percentage Reduction in Account Value	10/2/2011	5.56% (= D/B)
F	Account Value after Withdrawal	10/2/2011	\$85,000 (= B – D)
G1	Highest Anniversary Value reduced for Withdrawal	As of 10/2/2011	\$94,444 (=C1 – (C1 × E))
G2	5% Annual Increase Amount reduced for Withdrawal	As of 10/2/2011	\$100,014 (=C2 – D) Note: C2 includes additional day of interest at 5%
G3	Death Benefit	10/2/2011	\$100,014 (= greater of G1 and G2)
H	Account Value	10/1/2012 (Second Contract Anniversary)	\$110,000
I1	Account Value (Highest Anniversary Value)	10/1/2012	\$110,000 (= greater of G1 and H)
I2	5% Annual Increase Amount	10/1/2012	\$105,250 (= C2 × 1.05 – D)
I3	Death Benefit	10/1/2012	\$110,000 (= greater of I1 and I2)
J	Withdrawal (Proportional above 5% limit)	10/2/2012	\$11,000
K	Percentage Reduction in Account Value	10/2/2012	10% (= J/H)
L	Account Value after Withdrawal	10/2/2012	\$99,000 (= H – J)
M1	Highest Anniversary Value reduced for Withdrawal	As of 10/2/2012	\$99,000 (= I1 – (I1 × K))
M2	5% Annual Increase Amount reduced for Withdrawal	As of 10/2/2012	\$94,738 (= I2 – (I2 × K)) Note: I2 includes additional day of interest at 5%
M3	Death Benefit	10/2/2012	\$99,000 (= greater of M1 and M2)

Notes to Example:

Purchaser is age 60 at issue.

Any withdrawal charge withdrawn from the Account Value is included when determining the percentage of Account Value withdrawn.

The Account Values on 10/1/11, 10/2/11, 10/1/12 and 10/2/12 are assumed to be equal prior to the withdrawal.

All amounts are rounded to the nearest dollar.

Earnings Preservation Benefit

You may purchase this benefit at application. The Earnings Preservation Benefit is intended to provide additional amounts at death to pay expenses that may be due upon your death. We do not guarantee that the amounts provided by the Earnings Preservation Benefit will be sufficient to cover any such expenses that your heirs may have to pay.

This benefit provides that an additional death benefit is payable equal to:

The difference between

1. Your death benefit (either the standard death benefit or an optional death benefit for which you pay an additional charge); and
2. Total purchase payments not withdrawn. In this case, partial withdrawals are first applied against earnings and then purchase payments, or

On or after the Contract Anniversary immediately preceding your 81st birthday, the additional death benefit that is payable is equal to:

1. The difference between
 - a. Your death benefit amount on the Contract Anniversary immediately preceding your 81st birthday, plus subsequent purchase payments made after each Contract Anniversary, reduced proportionately by the percentage reduction in Account Value attributable to each subsequent partial withdrawal; and
 - b. Total purchase payments not withdrawn. In this case, partial withdrawals are first applied against earnings and then purchase payments.
2. In each case, multiplied by the following percentage, depending upon your age when you purchased the Contract:

Purchase Age	Percentage
Ages 69 or younger	40%
Ages 70-77	25%
Ages 78 and above	0%

You may not purchase this benefit if you are 78 years of age or older.

If the spouse continues the Contract, the spouse can choose one of the following two options:

- Continue the Earnings Preservation Benefit. Then the additional death benefit is calculated in the same manner as above except the calculation takes into account the surviving spouse's age for purposes of determining what is the Contract Anniversary prior to the 81st birthday. In this case, the benefit is paid as of the death of the surviving spouse, rather than the first spouse.

- Stop the Earnings Preservation Benefit. Then, the Account Value is reset to equal the death benefit plus the additional death benefit on the date the spouse continues the Contract. The Earnings Preservation Benefit will cease and the Separate Account charge will be reduced by 0.25%.

If we do not receive notification from the surviving spouse either to elect to continue or to discontinue the Earnings Preservation Benefit within 90 days of notice to us of the death of a spouse, we will treat the absence of a notification as if the Earnings Preservation Benefit had been discontinued and the amount of the benefits will be added to the Account Value.

If you are a natural person and you change ownership of the Contract to someone other than your spouse, this benefit is calculated in the same manner except (1) purchase payments (for the purpose of calculating the Earnings Preservation Benefit) are set equal to the Account Value on the date of the change in Contract owners (gain is effectively reset to zero) and (2) the percentage from the table above is based on the age of the new Contract owner as of the date of the change in Contract owner.

If you are a non-natural person, the life of the annuitant is the basis for determining the additional death benefit. If there are joint Contract owners, the oldest of the two will be used as a basis for determining the additional death benefit.

The Earnings Preservation Benefit is available for an additional charge of 0.25% annually of the average daily value of the amount you have in the Separate Account.

Example:

		Date	Amount
A	Purchase Payments Not Withdrawn	10/1/2010	\$100,000
B	Death Benefit	10/1/2011	\$105,000
C	Additional Death Benefit	10/1/2011	\$2,000 (= 40% × (B – A))
D	Account Value	10/1/2012	\$90,000
E	Withdrawal	10/2/2012	\$9,000
F	Account Value after Withdrawal	10/2/2012	\$81,000 (= D – E)
G	Purchase Payments Not Withdrawn	10/2/2012	\$91,000
			(= A – E, because there is no gain at time of withdrawal)
H	Death Benefit	10/2/2012	\$99,238
I	Additional Death Benefit		\$3,296 (= 40% × (H – G))

Notes to Example:

Purchaser is age 60 at issue.

Any withdrawal charge from the Account Value is included when determining the percentage of Account Value withdrawn.

All amounts are rounded to the nearest dollar.

Living Benefits

Overview of Living Benefits

We offer a suite of optional living benefits that, for certain additional charges, can offer some protection against market risk (the risk that your investments may decline in value or underperform your expectations). Only one of these benefits may be elected, and the benefit must be elected at Contract issue. These optional benefits are described briefly below. Please see the more detailed description that follows for important information on the costs, restrictions and availability of each optional benefit.

We offer two types of Living Benefits:

Guaranteed Income Benefits	Guaranteed Withdrawal Benefits
<ul style="list-style-type: none">• Guaranteed Minimum Income Benefit Plus (GMIB Plus II)• Guaranteed Minimum Income Benefit (GMIB II) <p>Our guaranteed income benefits are designed to allow you to invest your Account Value in the market while at the same time assuring a specified guaranteed, level of minimum fixed income payments if you elect to annuitize. The fixed annuity payment amount is guaranteed regardless of investment performance or the actual Account Value at the time you elect pay-outs. Prior to exercising this benefit and annuitizing your Contract, you may make withdrawals up to a maximum level specified in the rider and still maintain the benefit amount.</p>	<ul style="list-style-type: none">• Lifetime Withdrawal Guarantee (LWG II)• Enhanced Guaranteed Withdrawal Benefit (Enhanced GWB) <p>These optional benefits are designed to guarantee that at least the entire amount of purchase payments you make will be returned to you through a series of withdrawals (without annuitizing), regardless of investment performance, as long as withdrawals in any Contract Year do not exceed the maximum amount allowed. With the LWG, you get the same benefits, but in addition, if you make your first withdrawal on or after the date you reach age 59½, you are guaranteed income, without annuitizing, for your life (and, for states other than New York, the life of your spouse, if the Joint Life version was elected and the spouse elects to continue the Contract and is at least age 59½ at spousal continuation), even after the entire amount of purchase payments has been returned.</p>

Guaranteed Income Benefits

At the time you buy the Contract, you may elect a guaranteed income benefit (“GMIB”) for an additional charge. There are two versions of the GMIB available with this Contract: **GMIB Plus II** and **GMIB II**. GMIB II is no longer available for sale, effective for Contracts for which applications and necessary information received at your Administrative Office on or after May 4, 2009. Each version of this benefit is designed to guarantee a predictable, minimum level of fixed income payments, regardless of investment performance during the pay-in phase. **However, if applying your actual Account Value at the time you annuitize the Contract to then current annuity purchase rates (outside of the GMIB) produces higher income payments, you will receive the higher payments, and thus you will have paid for the benefit even though it was not used.** Also, prior to exercising the GMIB, you may make specified withdrawals that reduce your income base (as explained below) during the pay-in phase and still leave the benefit guarantees intact, provided the conditions of the benefit are met. Your registered representative can provide you an illustration of the amounts you would receive, with or without withdrawals, if you exercised the benefit.

There may be versions of each optional guaranteed income benefit that vary by issue date and state availability. In addition, a version may become available (or unavailable) in different states at different times. Please check with your registered representative regarding which version(s) are available in your state. If you have already been issued a Contract, please check your Contract and riders for the specific provisions applicable to you.

You may not have this benefit and another living benefit (LWG or GWB) in effect at the same time. Once elected, the benefit cannot be terminated except as discussed below.

Facts About Guaranteed Income Benefits

Income Base and GMIB Income Payments. Under all versions of the GMIB, we calculate an “income base” (as described below) that determines, in part, the minimum amount you receive as an income payment upon exercising the GMIB and annuitizing the Contract. **It is important to recognize that this income base is not available for cash withdrawals and does not establish or guarantee your Account Value or a minimum return for any investment division.** After a minimum 10-year waiting period, and then only within 30 days following a Contract Anniversary, you may exercise the benefit. We then will apply the income base calculated at the time of exercise to the GMIB Annuity Table (as described below) specified in the rider in order to determine your minimum guaranteed lifetime fixed monthly income payments (your actual payment may be higher than this minimum if, as discussed above, the base Contract under its terms would provide a higher payment).

The GMIB Annuity Table. The GMIB Annuity Table is specified in the rider. For GMIB Plus II, this table is calculated based on the Annuity 2000 Mortality Table with a 10-year age set back with interest of 1.5% per year. This table is calculated based on the Annuity 2000 Mortality Table with a 7-year age set back with interest of 2.5% per year for GMIB II. As with other pay-out types, the amount you receive as an income payment also depends on the income type you select, your age, and your sex (where permitted by state law). For GMIB Plus II, the annuity rates for attained ages 86 to 90 are the same as those for attained age 85. **The annuity rates in the GMIB Annuity Table are conservative and a withdrawal charge may be applicable, so the amount of guaranteed minimum lifetime income that the GMIB produces may be less than the amount of annuity income that would be provided by applying your Account Value on your annuity date to then-current annuity purchase rates.** Your registered representative can provide you an illustration of the amounts you would receive if you exercised the rider.

If you exercise a GMIB rider, your income payments will be the greater of:

- the income payment determined by applying the amount of the income base to the GMIB Annuity Table, or
- the income payment determined for the same income type in accordance with the base Contract. (See “Pay-Out Options”.)

If you choose not to receive income payments as guaranteed under the GMIB, you may elect any of the income options available under the Contract.

If the amount of the guaranteed minimum lifetime income that the GMIB Plus II produces is less than the amount of annuity income that would be provided by applying your Account Value on the annuity date to the then-current annuity purchase rates, then you would have paid for a benefit you did not use.

Ownership. If the owner is a natural person, the owner must be the annuitant. If a non-natural person owns the Contract, then the annuitant will be considered the owner in determining the income base and GMIB income payments. If joint owners are named, the age of the older will be used to determine the income base and GMIB income payments. For the purposes of the Guaranteed Income Benefits section of the prospectus, “you” always means the owner, oldest joint owner or the annuitant, if the owner is a non-natural person.

Note on Graphs and Examples:

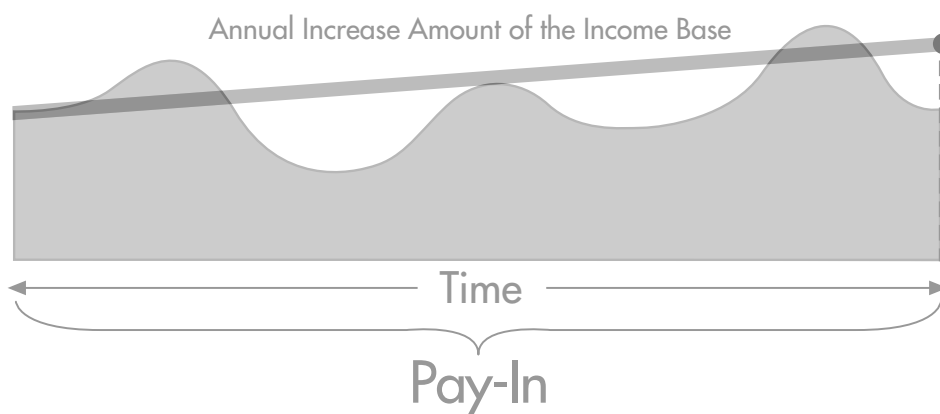
The purpose of these examples is to illustrate the operation of the GMIB. The investment results shown are hypothetical and are not representative of past or future performance. Actual investment results may be more or less than those shown and will depend upon a number of factors, including investment allocations and the investment experience of the investment divisions chosen. **The examples do not reflect the deduction of fees and charges, withdrawal charges or income taxes or tax penalties.**

How the GMIB Works

(1) *The Annual Increase Amount of the Income Base*

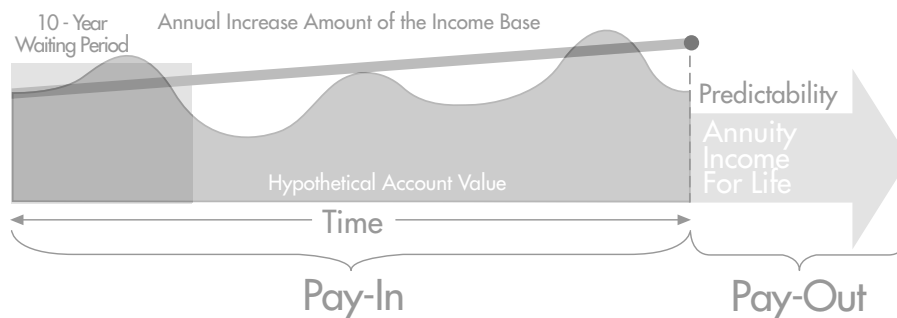
Determining a value upon which future income payments will be based

Assume that you make an initial purchase payment of \$100,000. Prior to annuitization, your Account Value fluctuates above and below your initial purchase payment depending on the investment performance of the investment divisions you selected. Your purchase payments accumulate at the annual increase rate, until the Contract Anniversary on or immediately after the Contract owner's specified birthday (for Contracts issued in New York State, the Annual Increase Amount is subject to a 270% maximum increase limitation). Your purchase payments are also adjusted for any withdrawals (including any applicable withdrawal charge) made during this period. The line (your purchase payments accumulated at the specified percentage each year adjusted for withdrawals and charges the "Annual Increase Amount of the Income Base") is the value upon which future income payments can be based.



Determining your guaranteed lifetime income stream

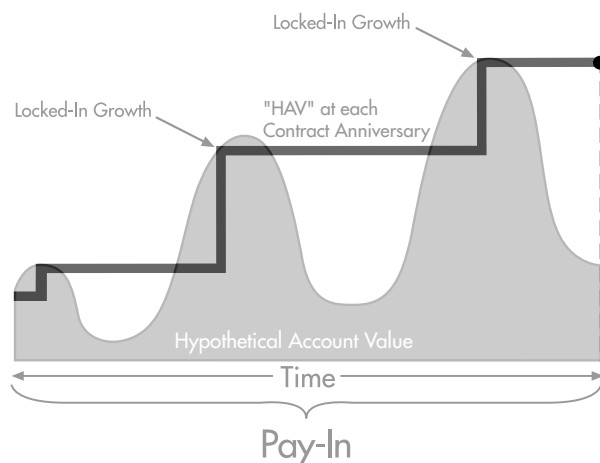
Assume that you decide to annuitize your Contract and begin taking annuity payments after 30 years. In this example, your Annual Increase Amount of the Income Base is higher than the Highest Anniversary Value and will produce a higher income benefit. Accordingly, the Annual Increase Amount of the Income Base will be applied to the annuity pay-out rates in the GMIB Annuity Table to determine your lifetime annuity payments. *The income base is not available for cash withdrawals and is only used for purposes of calculating the GMIB payment and the charge for the benefit.*



(2) The “Highest Anniversary Value” (“HAV”)

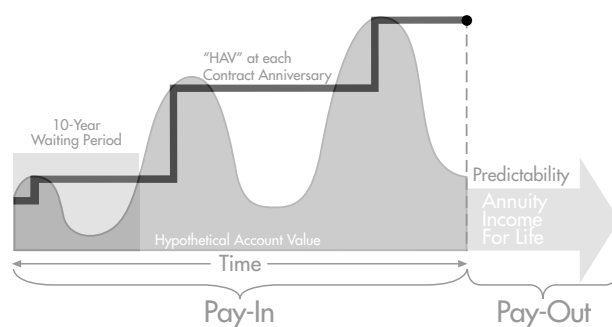
Determining a value upon which future income payments will be based

Prior to annuitization, the Highest Anniversary Value begins to lock in any growth. The Highest Anniversary Value is adjusted upward each Contract Anniversary if the Account Value at that time is greater than the amount of the current Highest Anniversary Value. Upward adjustments will continue until the Contract Anniversary immediately prior to the Contract owner’s 81st birthday. The Highest Anniversary Value also is adjusted for any withdrawals taken (including any applicable withdrawal charge) or any additional payments made. The Highest Anniversary Value line is the value upon which future income payments can be based.



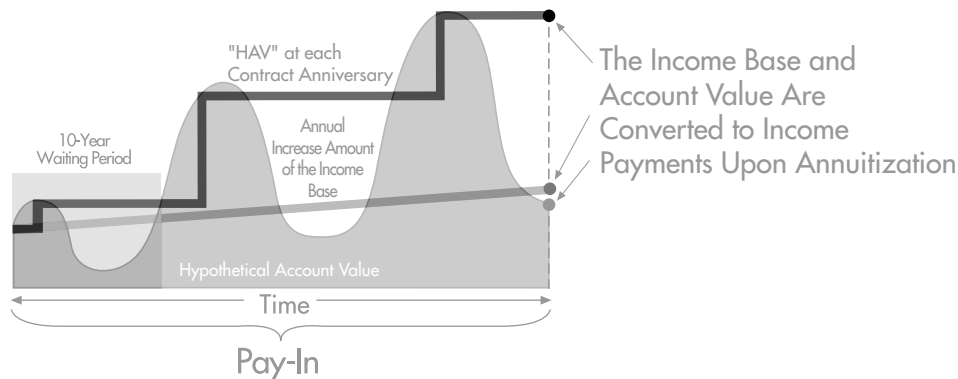
Determining your guaranteed lifetime income stream

Assume that you decide to annuitize your Contract and begin taking annuity payments after 30 years. In this example, the Highest Anniversary Value is higher than the Account Value. Accordingly, the Highest Anniversary Value will be applied to the annuity payout rates in the GMIB Annuity Table to determine your lifetime annuity payments. *The income base is not available for cash withdrawals and is only used for purposes of calculating the GMIB payment and the charge for the benefit.*

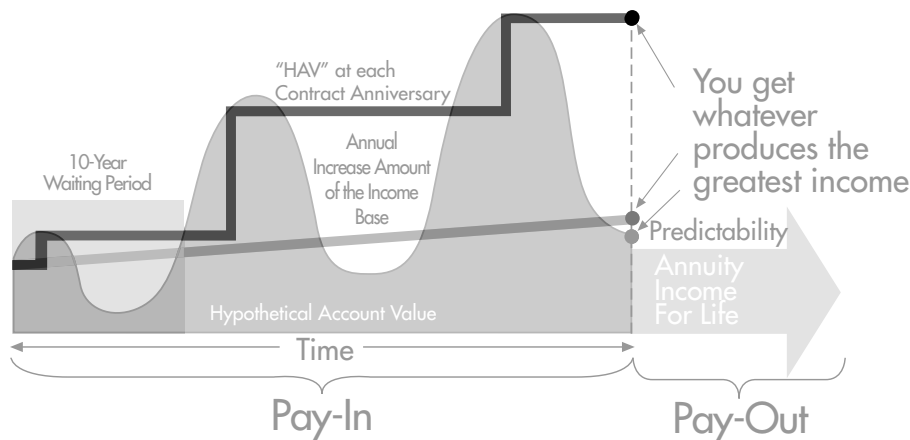


(3) Putting it All Together

Prior to annuitization, the two components of the income base (the Annual Increase Amount of the Income Base and the Highest Anniversary Value of the Income Base) work together to protect your future income. Upon annuitization of the Contract, you will receive income payments for life and the guaranteed minimum income base and the Account Value will cease to exist. Also, the GMIB may only be exercised only after a 10-year waiting period, and then only within a 30 day period following the Contract Anniversary, provided that the exercise must occur no later than the 30-day period following the Contract Anniversary on or following the owner's specified birthday.



With the GMIB, the income base is applied to special, conservative GMIB annuity purchase factors, which are guaranteed at the time the Contract and Contract rider is issued. **However, if then-current annuity purchase factors applied to the Account Value would produce a greater amount of income, then you will receive the greater amount. In other words, when you annuitize your Contract you will receive whatever amount produces the greatest income payment. Therefore, if your Account Value would provide greater income than would the amount provided under the GMIB, you will have paid for the GMIB although it was never used.**



Description of GMIB Plus II (may be known as the “Guaranteed Minimum Income Benefit Plus 2008” in sales literature or other materials)

In states where approved, the GMIB Plus II is available only for owners up through age 78 and you can only elect the GMIB Plus II at the time you purchase the Contract. **The GMIB Plus II may be exercised after a 10-year waiting period and then only within 30 days following a Contract Anniversary, provided that the exercise must occur no later than the 30-day period following the Contract Anniversary on or following the owner's 90th birthday.**

Income Base

The income base is equal to the greatest of (a) or (b) below:

- a. The Annual Increase Amount which is the sum total of each purchase payment accumulated at a rate of 5% a year, through the Contract Anniversary date prior to your 91st birthday and 0% thereafter, reduced by the sum total of each withdrawal adjustment accumulated at the rate of 5% a year from the date of the withdrawal.
 - For this purpose, all purchase payments credited within 120 days of the date we issued the Contract will be treated as if they were received on the date we issued the Contract.
 - The withdrawal adjustment is the Annual Increase Amount immediately prior to the withdrawal multiplied by the percentage reduction in Account Value attributable to the withdrawal if total withdrawals in a Contract Year are more than 5% of the Annual Increase Amount at the previous Contract Anniversary.
 - If total withdrawals in a Contract Year are less than or equal to 5% of the Annual Increase Amount at the previous Contract Anniversary, the withdrawal adjustment is the dollar amount of total withdrawals treated as a single withdrawal at the end of the Contract Year.
 - For Contracts issued in New York State, the Annual Increase Amount shall not exceed 270% of total purchase payments or, if greater, 270% of the Annual Increase Amount as of the most recent Optional Step-Up.
- or
- b. "Highest Anniversary Value" as of each Contract Anniversary, determined as follows:
 - At issue, the Highest Anniversary Value is your initial purchase payment;
 - Increase the Highest Anniversary Value by each subsequent purchase payment;
 - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Value attributable to each subsequent withdrawal;
 - On each Contract Anniversary before your 81st birthday, compare the (1) then-Highest Anniversary Value to the (2) current Account Value and set the Highest Anniversary Value equal to the greater of the two.
 - After the Contract Anniversary immediately preceding your 81st birthday, adjust the Highest Anniversary Value only to:
 - Increase the Highest Anniversary Value by each subsequent purchase payment or
 - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Value attributable to each subsequent withdrawal.

For purpose of determining the Highest Anniversary Value as of the applicable Contract Anniversary, purchase payments increase the Highest Anniversary Value on a dollar for dollar basis. Partial withdrawals, however, reduce the Highest Anniversary Value proportionately, that is the percentage reduction is equal to the dollar amount of the withdrawal (plus applicable withdrawal charges), divided by the Account Value immediately before the withdrawal.

Partial annuitizations are not permitted.

In determining the GMIB Plus II income payments, an amount equal to the withdrawal charge that would apply upon a complete withdrawal and the amount of any premium and other taxes that may apply will be deducted from the income base. For purposes of calculating the income base, purchase payment credits (*i.e.*, bonus payments) are not included.

Optional Step-Up. On each Contract Anniversary as permitted, you may elect to reset the Annual Increase Amount to the Account Value. An Optional Step-Up may be beneficial if your Account Value has grown at a rate above the 5%

accumulation rate on the Annual Increase Amount. **However, if you elect to reset the Annual Increase Amount, we will restart the 10-year waiting period. In addition, we may reset the GMIB Plus II rider charge to a rate that does not exceed the lower of: (a) the Maximum Optional Step-Up Charge (1.50%) or (b) the current rate that we charge for the same rider available for new contract purchases at the time of the Optional Step-Up.** An Optional Step-Up is permitted only if: (1) the Account Value exceeds the Annual Increase Amount immediately before the reset; and (2) the owner (or oldest joint owner or annuitant if the Contract is owned by a non-natural person) is not older than age 80 on the date of the Optional Step-Up.

You may elect either: (1) a one-time Optional Step-Up at any Contract Anniversary provided the above requirements are met, or (2) Optional Step-Ups to occur under the Automatic Annual Step-Up. If you elect Automatic Annual Step-Ups, on any Contract Anniversary while this election is in effect, the Annual Increase Amount will reset to the Account Value automatically, provided the above requirements are met. The same conditions described above will apply to each automatic step-up. You may discontinue this election at any time by notifying us in writing, at your Administrative Office (or by any other method acceptable to us), at least 30 days prior to the Contract Anniversary on which a reset may otherwise occur. Otherwise, it will remain in effect through the seventh Contract Anniversary following the date you make the election, at which point you must make a new election if you want Automatic Annual Step-Ups to continue. If you discontinue or do not re-elect the Automatic Annual Step-Up, no Optional Step-Up will occur automatically on any subsequent Contract Anniversary unless you make a new election under the terms described above. If you discontinue Automatic Annual Step-Ups, the GMIB Plus II (and the charge) will continue, and you may choose to elect a one time Optional Step-Up or reinstate Automatic Annual Step-Ups as described above.

We must receive your request to exercise the Optional Step-Up in writing at your Administrative Office, or by any other method acceptable to us. We must receive your request prior to the Contract Anniversary for an Optional Step-Up to occur on that Contract Anniversary.

The Optional Step-Up will:

- (1) resets the Annual Increase Amount to the Account Value on the Contract Anniversary following the receipt of an Optional Step-Up election;
- (2) resets the GMIB Plus II waiting period to the 10th Contract Anniversary following the date the Optional Step-Up took effect; and
- (3) may reset the GMIB Plus II charge to a rate that does not exceed the lower of: (a) the maximum Optional Step-Up charge (1.50%) or (b) the current rate that we charge for the same rider available for new Contract purchases at the time of the Optional Step-Up.
- (4) For Contracts issued in New York State only, reset the maximum Annual Increase Amount to 270% multiplied by the reset Annual Increase Amount if greater than the maximum Annual Increase Amount immediately before the Step-Up.

On the date of the Optional Step-Up, the Account Value on that day will be treated as a single purchase payment received on the date of the step-up for purposes of determining the Annual Increase Amount after the reset. All purchase payments and withdrawal adjustments previously used to calculate the Annual Increase Amount will be set equal to zero on the date of the step-up.

In the event that the charge applicable to Contract purchases at the time of the reset is higher than your current GMIB Plus II charge, we will notify you in writing a minimum of 30 days in advance of the applicable Contract Anniversary and inform you that you may choose to decline the Automatic Annual Step-Up.

Investment Allocation Restrictions. If you elect the GMIB Plus II, there are certain investment allocation restrictions. Please see “Investment Choices — Investment Allocation Restrictions for Certain Benefits.” If you elect the GMIB Plus II,

you may elect to participate in the Enhanced Dollar Cost Averaging Program, provided that your destination investment divisions are selected in accordance with the investment allocation restrictions.

Guaranteed Principal Option (Does not apply to Contracts issued in Washington State). On each Contract Anniversary, starting with the tenth Contract Anniversary and through the Contract Anniversary prior to the owner's 91st birthday, you may exercise the Guaranteed Principal Option. If the owner is a non-natural person, the annuitant's age is the basis for determining the birthday. If there are joint owners, the age of the oldest owner is used for determining the birthday. We must receive your request to exercise the Guaranteed Principal Option in writing, or any other method that we agree to, within 30 days following the eligible Contract Anniversary. The Guaranteed Principal Option will take effect at the end of this 30-day period following the eligible Contract Anniversary.

By exercising the Guaranteed Principal Option, you elect to receive an additional amount to be added to your Account Value intended to restore your initial investment in the Contract, in lieu of receiving GMIB payments. The additional amount is called the Guaranteed Principal Adjustment and is equal to (a) minus (b) where:

- (a) is purchase payments credited within 120 days of the date we issued the Contract (reduced proportionately by the percentage reduction in Account Value attributable to each partial withdrawal (including applicable withdrawal charges) prior to the exercise of the Guaranteed Principal Option) and
- (b) the Account Value on the Contract Anniversary immediately preceding exercise of the Guaranteed Principal Option.

For purposes of calculating the Guaranteed Principal Adjustment, purchase payment credits are not included. The Guaranteed Principal Option can only be exercised if (a) exceeds (b), as defined above. The Guaranteed Principal Adjustment will be added to each applicable investment division in the ratio the portion of the Account Value in such investment division bears to the total Account Value in all investment divisions.

It is important to note that only purchase payments made during the first 120 days that you hold the Contract are taken into consideration in determining the Guaranteed Principal Adjustment. If you anticipate making purchase payments after 120 days, you should understand that such payments will not increase the Guaranteed Principal Adjustment. However, because purchase payments made after 120 days will increase your Account Value, such payments may have a significant impact on whether or not a Guaranteed Principal Adjustment is due. Therefore, GMIB Plus II may not be appropriate for you if you intend to make additional purchase payments after the 120-day period and are purchasing the GMIB Plus II for this feature. The Guaranteed Principal Option feature is not available in Washington State.

The Guaranteed Principal Adjustment will never be less than zero. **If the Guaranteed Principal Option is exercised, the GMIB Plus II will terminate as of the date the option takes effect and no additional GMIB charges will apply thereafter. The Contract, however, will continue, and the GMIB Plus II allocation restrictions, described above, will no longer apply.**

Exercising the GMIB Plus II. If you exercise the GMIB Plus II, you must select to receive income payments under one of the following income types:

- (1) Lifetime Income Annuity with a 5-Year Guarantee Period.
- (2) Lifetime Income Annuity for Two with a 5-Year Guarantee Period. Based on federal tax rules, this option is not available for qualified Contracts where the difference in ages of joint annuitants who are non-spouses is greater than 10 years. See "Pay-Out Options."

For Contracts issued in New York State, if you exercise the GMIB Plus II, you must elect to receive payments under one of the following income types:

- (a) Lifetime Income Annuity with a 5-Year Guarantee Period.

- (b) Lifetime Income Annuity for Two with a 5-Year Guarantee Period. Based on federal tax rules, this option is not available for qualified Contracts where the difference in ages of the joint annuitants, who are non-spouses, is greater than 10 years. See “Pay-Out Options.” This income type is only available if the youngest annuitant’s attained age is 35 or older.

If you take a full withdrawal of your Account Value, your Contract is terminated by us due to its small Account Value and inactivity (see “When We Can Cancel Your Contract”), or your Contract lapses and there remains any income base, we will commence making income payments within 30 days of the date of the full withdrawal, termination or lapse. In such cases, your income payments under this benefit, if any, will be determined using the income base after any applicable withdrawal adjustment that was taken on account of the withdrawal, termination or lapse.

GMIB Plus II Purchase Pay-Out Rates (Does not apply to Contracts issued in New York State). The GMIB purchase rates are enhanced under either of the following circumstances, if:

- (a) you begin withdrawals on or after your 62nd birthday;
- (b) your Account Value is fully withdrawn or decreases to zero on or after your 62nd birthday and there is an income base remaining; and
- (c) the income type you select is the Lifetime Income Annuity with a 5-Year Guarantee Period;

Then the annual income payments under the GMIB Plus II will equal or exceed 5.50% of the income base (calculated on the date the payments are determined).

Similarly, if:

- (a) you begin withdrawals on or after your 60th birthday;
- (b) your Account Value is fully withdrawn or decreases to zero on or after your 60th birthday and there is an income base remaining; and
- (c) the income type you select is the Lifetime Income Annuity with a 5-Year Guarantee Period.

Then the annual income payments under the GMIB Plus II will equal or exceed 5% of the income base (calculated on the date the payments are determined).

If the income base being annuitized is less than \$5,000, we reserve the right to make one lump sum payment to you instead of income payments. If the amount of the initial income payment would be less than \$100, we may reduce the frequency of payments so that the payment is a minimum of \$100, but not less frequently than annually.

Terminating the GMIB Plus II. Except as otherwise provided, the GMIB Plus II will terminate upon the earliest of:

- a) The 30th day following the Contract Anniversary on or following your 90th birthday;
- b) The date you make a complete withdrawal of your Account Value (a pro rata portion of the charge will be applied). (If there is still an income base remaining after a full withdrawal of your Account Value, we will commence making income payments based on the remaining income base within 30 days of the date of the full withdrawal.)
- c) The date you elect to receive income payments under the Contract and you do not elect to receive payments under the GMIB Plus II (a pro rata portion of the charge will be applied);
- d) Death of the owner or joint owner (unless the spouse — aged 89 or younger — is the beneficiary and elects to continue the Contract), or death of the annuitant if a non-natural person owns the Contract;
- e) A change for any reason of the owner or joint owner or annuitant, if a non-natural person owns the Contract, subject to our administrative procedures;

- f) The effective date of the Guaranteed Principal Option or;
- g) The date you assign your Contract, subject to our administrative procedures.

Under our current administrative procedures, we will waive the termination of the GMIB Plus II if you assign the Contract under the following limited circumstances. If the assignment is solely for your benefit on account of your direct transfer of Account Value under Section 1035 of the Code to fund premiums for a long term care insurance policy or purchase payments for an annuity contract issued by an insurance company which is not our affiliate and which is licensed to conduct business in any state. All such direct transfers are subject to any applicable withdrawal charges

When the GMIB Plus II terminates, the corresponding GMIB Plus II charge terminates and GMIB Plus II investment restrictions no longer apply.

For Contracts issued in all states except New York for which applications and necessary paperwork were received at your Administrative Office on or before May 1, 2009, the following differences apply:

- (1) The GMIB Annuity Table is calculated based on the Annuity 2000 Mortality Table with a 7-year age set back with interest of 1.5% per year;
- (2) The GMIB payout rates are enhanced to be at least (a) 6% of the income base (calculated on the date the payments are determined) in the event: (i) you begin withdrawals on or after your 62nd birthday; (ii) your Account Value is fully withdrawn or decreases to zero on or after your 62nd birthday and there is an income base remaining; and (iii) the annuity option you select is the Lifetime Income Annuity with a 10-Year Guarantee Period, or (b) 5% of the income base (calculated on the date the payments are determined) if: (i) you begin withdrawals on or after your 60th birthday; (ii) your Account Value is fully withdrawn or decreases to zero on or after your 60th birthday and there is an income base remaining; and (iii) the annuity option you select is the Lifetime Income Annuity with a 10-Year Guarantee Period;
- (3) Different investment allocation restrictions apply;
- (4) The annual increase rate is 6% through the Contract Anniversary immediately prior to your 91st birthday and 0% per year thereafter;
- (5) If total withdrawals in a Contract Year are 6% or less of the Annual Increase Amount on the issue date or on the prior Contract Anniversary after the first Contract Year and if these withdrawals are paid to you (or the annuitant if the contract is owned by a non-natural person) or to another payee we agree to the total withdrawal adjustments for that contract year will be set equal to the dollar amount of total withdrawals (including any applicable withdrawal charge) in that Contract Year; and
- (6) The fixed annuity options are the Lifetime Income Annuity with a 10-Year Guarantee Period (if you choose to start the annuity option after age 79 the year of the guarantee period component of the annuity option is reduced to: 9 years at age 80, 8 years at age 81, 7 years at age 82, 6 years at age 83, or 5 years at ages 84 through 90) or the Lifetime Income Annuity for Two with a 10-Year Guarantee Period. (Based upon federal tax rules, this option is not available for qualified Contracts where the difference in ages of the joint annuitants, who are non-spouses, is greater than 10 years).

For Contracts issued in New York State for which applications and necessary paperwork were received at your Administrative Office on or before May 1, 2009, the following differences apply:

- (1) The annual increase rate is 6% through the Contract Anniversary immediately prior to your 91st birthday, and 0% per year thereafter;
- (2) The GMIB annuity rates for attained ages 85-90 are the same as those for attained age 84;

- (3) The Lifetime Income Annuity for Two income option type is only available if the oldest annuitant's attained age is 55 or older;
- (4) The Annual Increase Amount shall not exceed 190% of total purchase payments or, if greater, 190% of the Annual Increase Amount as of the most recent Optional Step-Up; and
- (5) If total withdrawals in a Contract Year are 6% or less of the Annual Increase Amount on the issue date or on the prior Contract Anniversary after the first Contract Year and if these withdrawals are paid to you (or the annuitant if the contract is owned by a non-natural person) or to another payee we agree to the total withdrawal adjustments for that contract year will be set equal to the dollar amount of total withdrawals (including any applicable withdrawal charge) in that Contract Year; and
- (6) The GMIB Annuity Table is calculated based upon the Annuity Mortality Table with a 7-year age set back with interest of 1.5% per year.

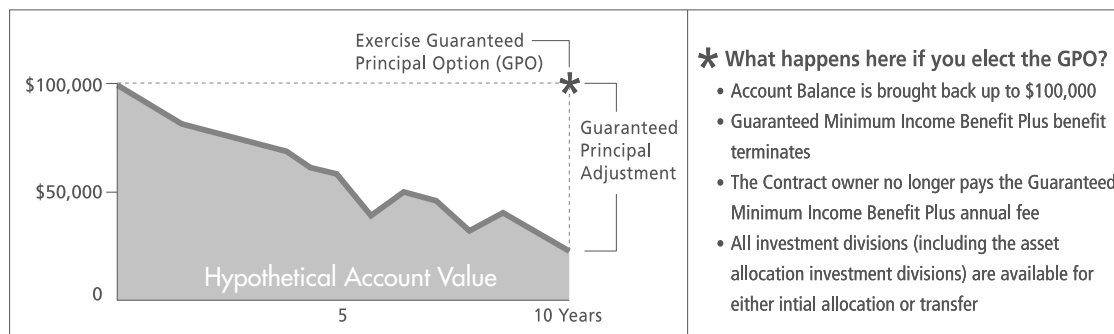
Charges. The GMIB Plus II is available for an additional charge of 1.00% (0.95% for Contracts issued in New York State) of the income base, deducted at the end of each Contract Year, by withdrawing amounts on a pro-rata basis from your Fixed Account Value, Enhanced Dollar Cost Averaging Program balance and Separate Account Value. We take amounts from the Separate Account by canceling accumulation units from your Separate Account Value. (The Fixed Account is not available in C Class Contracts, a Contract issued in New York State and Washington State with this optional benefit. The Enhanced Dollar Cost Averaging program is not available in the C and B Plus Classes Contract.)

The Guaranteed Principal Option — Graph and Example

Initial investment is \$100,000. Assume that no withdrawals are taken. Assume that Account Value at the 10th Contract Anniversary is \$50,000 due to poor market performance, and the Guaranteed Principal Option is exercised at this time.

The effect of exercising the Guaranteed Principal Option:

- 1) A Guaranteed Principal Adjustment of $\$100,000 - \$50,000 = \$50,000$ is added to the Account Value 30 days after the 10th Contract Anniversary bringing it back up to \$100,000.
- 2) The GMIB Plus II benefit and the benefit charge terminate as of the date that the adjustment is made to the Account Value; the Contract continues.
- 3) The GMIB Plus II allocation and transfer restrictions terminate as of the date that the adjustment is made to the Account Value.



Withdrawals reduce the original purchase payment (*i.e.*, those payments credited within 120 days of the Contract's issue date) proportionately and, therefore, may have a significant impact on the amount of the Guaranteed Principal Adjustment.

The Optional Step-Up: Optional Automatic Annual Step-up

Assume your initial investment is \$100,000 and no withdrawals are taken. The 5% Annual Increase Amount of the Income Base increases to \$105,000 on the first anniversary (\$100,000 increased by 5% per year, compounded annually). Assume

your Account Value at the first Contract Anniversary is \$110,000 due to good market performance, and you elected Optional Step-Ups to occur under the Optional Automatic Annual Step-Up feature prior to the first Contract Anniversary. Because your Account Value is higher than your 5% Annual Increase Amount of the Income Base, an Optional Step-Up will automatically occur.

The effect of the Optional Step-Up is:

- (1) The 5% Annual Increase Amount of the Income Base automatically resets from \$105,000 to \$110,000;
- (2) The 10-year waiting period to annuitize the Contract under the GMIB Plus II is reset to 10 years from the first Contract Anniversary;
- (3) The charge is reset to the fee we charge new Contract owners for the same GMIB Plus II rider at that time; and
- (4) The Guaranteed Principal Option can still be elected on the 10th Contract Anniversary.

The 5% Annual Increase Amount of the Income Base increases to \$115,500 on the second anniversary (\$110,000 increased by 5% per year, compounded annually). Assume your Account Value at the second Contract Anniversary is \$120,000 due to good market performance, and you have not discontinued the Automatic Annual Step-Up feature. Because your Account Value is higher than your 6% Annual Increase Amount of the Income Base, an Optional Step-Up will automatically occur.

The effect of the Optional Step-Up is:

- (1) The 5% Annual Increase Amount of the Income Base automatically resets from \$115,500 to \$120,000;
- (2) The 10-year waiting period to annuitize the Contract under the GMIB Plus II is reset to 10 years from the second Contract Anniversary;
- (3) The charge is reset to the fee we charge new Contract owners for the same GMIB Plus II rider at that time; and
- (4) The Guaranteed Principal Option can still be elected on the 10th Contract Anniversary.

Assume your Account Value increases by \$10,000 at each Contract Anniversary in years three through seven. At each Contract Anniversary, your Account Value would exceed the 5% Annual Increase Amount of the Income Base and an Optional Step-Up would automatically occur (provided you had not discontinued the Automatic Annual Step-Up feature, and other requirements were met).

The effect of each Optional Step-Up is:

- (1) The 5% Annual Increase Amount of the Income Base automatically resets to the higher Account Value;
- (2) The 10-year waiting period to annuitize the Contract under the GMIB Plus II is reset to 10 years from the date of the Optional Reset;
- (3) The charge is reset to the fee we charge new Contract owners for the same GMIB Plus II rider at the time; and
- (4) The Guaranteed Principal Option can still be elected on the 10th Contract Anniversary.

After the seventh Contract Anniversary, the initial Optional Automatic Annual Step-Up election expires. Assume you do not make a new election of the Optional Automatic Annual Step-Up. The 5% Annual Increase Amount of the Income Base increases to \$178,500 on the eighth anniversary (\$170,000 increased by 5% per year, compounded annually). Assume your Account Value at the eighth Contract Anniversary is \$160,000 due to poor market performance. An Optional Step-Up is *NOT* permitted because your Account Value is lower than your 5% Annual Increase Amount of the Income Base. However, because the Optional Reset has locked-in previous gains, the 5% Annual Increase Amount of the Income Base remains at \$178,500 despite poor market performance, and, provided the benefit continues in effect, will continue to grow at 5%

annually (subject to adjustments for additional purchase payments and/or withdrawals) through the Contract Anniversary on or after your 90th birthday (for Contracts issued in New York State, the Annual Increase Amount is subject to a 270% maximum increase limitation). Also, please note:

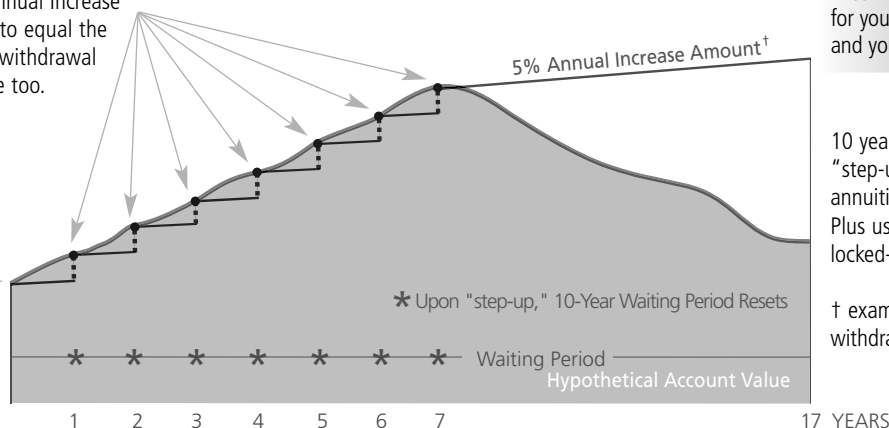
- (1) The 10-year waiting period to annuitize the Contract under the GMIB Plus II remains at the 17th Contract Anniversary (10 years from the date of the last Optional Reset);
- (2) The charge remains at its current level; and
- (3) The Guaranteed Principal Option can still be elected on the 10th Contract Anniversary.

Hypothetical example is for illustrative purposes only.[†]

automatic annual "step-ups"

Each time the 5% Annual Increase Amount "steps-up" to equal the account value, your withdrawal amount can increase too.

Initially, you can withdraw up to 5% on a dollar-for-dollar basis of this amount annually.



Description of GMIB II (No Longer Available for Sale)

GMIB II is available only for owners up through age 75, and you can only elect GMIB II at the time you purchase the Contract. GMIB II may be exercised after a 10-year waiting period and then only within 30 days following a Contract Anniversary, provided that the exercise must occur no later than the 30-day period following the Contract Anniversary on or following the owner's 85th birthday.

GMIB II is otherwise identical to the GMIB Plus II, with the following exceptions:

- (1) The additional charge for GMIB II is 0.50%.
- (2) The GMIB II Income Base is calculated as described above, except that, for purposes of calculating the Annual Increase Amount:
 - a. the annual increase rate is 5% per year through the Contract Anniversary on or following the owner's 85th birthday and 0% thereafter, and
 - b. the amount of total withdrawal adjustments for a Contract Year as calculated in paragraph "a" of the "Income Base" section of "Description of GMIB Plus II" above will be set equal to the dollar amount of total withdrawals (including any applicable withdrawal charge) in such Contract Year provided that such total withdrawals do not exceed 5% of the Annual Increase Amount on the issue date or on the prior Contract Anniversary after the first Contract Year.
- (3) There is no Guaranteed Principal Option.
- (4) There is no Optional Step-Up feature.
- (5) There are no limitations to how you may allocate your purchase payments and Account Value among the investment choices.

- (6) The following replaces termination provision a), above:
The 30th day following the Contract Anniversary on or following your 85th birthday.
- (7) The following replaces termination provision e), above:
A change for any reason of the owner or joint owner or the annuitant if a non-natural person owns the Contract.
- (8) Termination provisions, f) and g) above, do not apply.
- (9) The fixed annuity options are the Lifetime Income Annuity with a 10-year Guarantee Period (if you choose to annuitize after age 79, the Guarantee Period is reduced to: 9 years at age 80, 8 years at age 81, 7 years at age 82, 6 years at age 83, or 5 years at age 84 and 85) or the Lifetime Income Annuity for Two with a 10-year Guarantee Period. (not available for qualified Contracts where the difference in ages of the joint annuitants, who are non-spouses, is greater than 10 years)
- (10) The following replaces termination provision d) above: Death of the owner or joint owner unless the spouse (age 84 or younger) is the beneficiary and elects to continue the Contract, or death of the annuitant if a non-natural person owns the Contract.
- (11) There are no enhanced payout rates.
- (12) The GMIB Annuity Table is calculated based on the Annuity 2000 Mortality Table with a 7-year age set back with interest of 2.5% per year.

GMIB, Qualified Contracts and Decedent Contracts

The GMIB benefits may have limited usefulness in connection with a qualified Contract, such as IRA (See “Income Taxes”), in circumstances where, due to the ten year waiting period after purchase (and, for the GMIB Plus II, after an Optional Step-Up), the owner is unable to exercise the benefit until after the required beginning date of required minimum distributions under the Contract. In such event, required minimum distributions received from the Contract during the ten year waiting period will have the effect of reducing the income base either on a proportionate or dollar for dollar basis, as the case may be. This may have the effect of reducing or eliminating the value of income payments under the GMIB. You should consult your tax adviser prior to electing the GMIB.

Additionally, the GMIB is not available for purchase by a beneficiary under a decedent's Non-Qualified Contract or IRA (or where otherwise offered, under any other Contract which is being “stretched” by a beneficiary after the death of the owner or after the death of the annuitant in certain cases). The GMIB may not be exercised until 10 years after purchase (and, for the GMIB Plus II, after an Optional Step-Up), and the benefit provides guaranteed monthly fixed income payments for life (or joint lives, if applicable), with payments guaranteed for a specified number of years. However, the tax rules require distributions prior to the end of the 10-year waiting period, commencing generally in the year after the owner's death, and also prohibit payments for as long as the beneficiary's life in certain circumstances.

Guaranteed Withdrawal Benefits

We offer optional guaranteed withdrawal benefits for an additional charge. There are two Guaranteed Withdrawal Benefits (“GWB”), under this Contract:

- Lifetime Withdrawal Guarantee II (“LWG II”)
- Enhanced Guaranteed Withdrawal Benefit (“Enhanced GWB”)

Each of the guaranteed withdrawal benefits guarantees that the entire amount of purchase payments you make will be returned to you through a series of withdrawals that you may begin taking immediately or at a later time, provided withdrawals in any Contract Year do not exceed the maximum amount allowed. This means that, regardless of negative

investment performance, you can take specified annual withdrawals until the entire amount of the purchase payments you made during the time period specified in your benefit has been returned to you. Moreover, if you make your first withdrawal on or after the date you reach age 59 ½, the Lifetime Withdrawal Guarantee II guarantees income, without annuitizing the Contract, for your life (and, for Contracts not issued in New York State, the life of your spouse, if the Joint Life Version is elected and your spouse elects to continue the Contract and is at least age 59 ½ at continuance, and, for Contracts issued in New York State, if you take your first withdrawal when both you and your spouse are at least age 59 ½), even after the entire amount of purchase payments has been returned. (See “Description of the Lifetime Withdrawal Guarantee II” below.)

There may be versions of each optional guaranteed withdrawal benefit that vary by issue date and state availability. In addition, a version may become available (or unavailable) in different states at different times. Please check with your registered representative regarding which version(s) are available in your state. If you have already been issued a Contract, please check your Contract and riders for the specific provisions applicable to you.

If you purchase a guaranteed withdrawal benefit, you must elect one version at the time you purchase the Contract, prior to age 86. Please check with your registered representative regarding which version(s) are available in your state. You may not have this benefit and GMIB or the Enhanced Death Benefit in effect at the same time. Once elected, the rider may not be terminated except as stated below.

Facts About Guaranteed Withdrawal Benefits

Managing Your Withdrawals. A GWB guarantee may be reduced if your annual withdrawals or any amount applied to a pay-out option are greater than the maximum amount allowed, called the Annual Benefit Payment, which is described in more detail below. A GWB does not establish or guarantee an Account Value or minimum return for any investment division. **The Benefit Base (as described below) under the Enhanced GWB and the Remaining Guaranteed Withdrawal Amount (as described below) under the LWG II cannot be taken as a lump sum.** (However, if you cancel a Lifetime Withdrawal Guarantee benefit after a waiting period of at least fifteen years, the Guaranteed Principal Adjustment will increase your Account Value to the purchase payments credited within the first 120 days of the date that we issue the contract, reduced proportionately for any withdrawals. The Guaranteed Principal Adjustment feature is not available in Washington State. See “Description of the Lifetime Withdrawal Guarantee II — Cancellation and Guaranteed Principal Adjustment” below.) **Income taxes and penalties may apply to your withdrawals, and withdrawal charges may apply to withdrawals during the first Contract Year unless you take the necessary steps to elect to take such withdrawals under a Systematic Withdrawal Program. Withdrawal charges will also apply to withdrawals of purchase payments that exceed the free withdrawal amount.**

If in any Contract Year you take cumulative withdrawals that exceed the Annual Benefit Payment, the total payments that a GWB guarantees that you or your beneficiary will receive from the Contract over time may be less than the initial Guaranteed Withdrawal Amount (Total Guaranteed Withdrawal Amount for the Lifetime Withdrawal Guarantee). This reduction may be significant and means that return of your purchase payments may be lost. A GWB charge will continue to be deducted and calculated based on the Guaranteed Withdrawal Amount (Total Guaranteed Withdrawal Amount for the Lifetime Withdrawal Guarantee) until termination of the rider.

For purposes of calculating the Guaranteed Withdrawal Amount or the Total Guaranteed Withdrawal Amount (for the Lifetime Withdrawal Guarantee), purchase payment credits (*i.e.*, Bonus payments) are not included. In any event, withdrawals under a GWB will reduce your Account Value and death benefits.

Charges. If the Lifetime Withdrawal Guarantee is in effect, we will continue to assess a GWB benefit charge even in the case where your Remaining Guaranteed Withdrawal Amount, as described below, equals zero. However, if the Enhanced GWB is in effect, we will not continue to assess a GWB charge if your Benefit Base, as described below, equals zero.

Tax Treatment. The tax treatment of withdrawals under the Enhanced GWB and LWG II is uncertain. It is conceivable that the amount of potential gain could be determined based on the Benefit Base (Remaining Guaranteed Withdrawal Amount under the Lifetime Withdrawal Guarantee) at the time of the withdrawal, if the Benefit Base (or Remaining Guaranteed Withdrawal Amount) is greater than the Account Value (prior to withdrawal charges, if applicable). This could result in a greater amount of taxable income reported under a withdrawal and conceivably a limited ability to recover any remaining basis if there is a loss on surrender of the Contract. Consult your tax advisor prior to purchase.

Civil Unions. A purchaser who has or is contemplating a civil union or same sex marriage should note that such partner/spouse would not be able to receive continued payments upon the death of the owner under the Joint Life version of the Lifetime Withdrawal Guarantee.

Description of the Lifetime Withdrawal Guarantee II (may be known as “MetLife Lifetime Withdrawal Guarantee 2008” in sales literature or other materials)

Total Guaranteed Withdrawal Amount. While the Lifetime Withdrawal Guarantee II is in effect, we guarantee that you will receive a minimum amount over time. We refer to this minimum amount as the **Total Guaranteed Withdrawal Amount**. The initial Total Guaranteed Withdrawal Amount is equal to your initial purchase payment. We increase the Total Guaranteed Withdrawal Amount (up to a maximum of \$10,000,000) by each additional purchase payment. If you take a withdrawal that does **not** exceed the Annual Benefit Payment (see “Annual Benefit Payment” below), then we will not reduce the Total Guaranteed Withdrawal Amount. We refer to this type of withdrawal as a **Non-Excess Withdrawal**. **If, however, you take a withdrawal that results in cumulative withdrawals for the current Contract Year that exceeds the Annual Benefit Payment, then we will reduce the Total Guaranteed Withdrawal Amount in the same proportion that the withdrawal (including any applicable withdrawal charge) reduces the Account Value. We refer to this type of withdrawal as an Excess Withdrawal.**

Remaining Guaranteed Withdrawal Amount. The **Remaining Guaranteed Withdrawal Amount** is the remaining amount you are guaranteed to receive over time. We increase the Remaining Guaranteed Withdrawal Amount (up to a maximum of \$10,000,000) by additional purchase payments. If you take a Non-Excess Withdrawal, we will decrease the Remaining Guaranteed Withdrawal Amount by the amount of the Non-Excess Withdrawal (including any applicable withdrawal charge). **If, however, you take an Excess Withdrawal, then we will reduce the Remaining Total Guaranteed Withdrawal Amount in the same proportion that the withdrawal (including any applicable withdrawal charge) reduces the Account Value.**

Annual Benefit Payment. For all Contracts except Contracts issued in New York State, the initial Annual Benefit Payment is equal to the initial Total Guaranteed Withdrawal Amount multiplied by the 5% withdrawal rate (6% withdrawal rate if you make the first withdrawal during the Contract Year in which you attain age 76 or older). If the Total Guaranteed Withdrawal Amount is later recalculated (for example, because of additional purchase payments, the Automatic Annual Step-Up, or Excess Withdrawals), the Annual Benefit Payment is reset equal to the new Total Guaranteed Withdrawal Amount multiplied by the 5% withdrawal rate (6% withdrawal rate if you make your first withdrawal during the Contract Year in which you attain age 76 or older).

Annual Benefit Payment (New York State only). For Contracts issued in New York State, if you elect the Single Life Version of LWG II, the Annual Benefit Payment is equal to the initial Total Guaranteed Withdrawal Amount multiplied by the 5% withdrawal rate (6% if you make the first withdrawal during the Contract Year in which you attain, or will attain age 76 or older). If you elect the Joint Life Version of LWG II, the initial Annual Benefit Payment is equal to the Total Guaranteed Withdrawal Amount multiplied by the 4.5% withdrawal rate (6% withdrawal rate if you make the first withdrawal during a Contract Year in which the younger spouse will attain age 76 or older). If the Total Guaranteed Withdrawal Amount is later recalculated (for example, because of additional purchase payments,

the Automatic Step-Up, or Excess Withdrawals), the Annual Benefit Payment is reset to equal the new Total Guaranteed Withdrawal Amount multiplied by the 4.5% withdrawal rate (6% withdrawal rate if you make your first withdrawal during a Contract Year in which the younger spouse will attain age 76 or older).

It is important to note:

- If you take your first withdrawal before the date you reach age 59 ½ (or, for Contracts issued in New York State with the Joint Life Version, if you take your first withdrawal before the date when both you and your spouse are at least 59 ½), we will continue to pay the Annual Benefit Payment each year until the Remaining Guaranteed Withdrawal Amount is depleted, even if your Account Value declines to zero. This means if your Account Value is depleted due to a Non-Excess Withdrawal or the deduction of the benefit charge and your Remaining Guaranteed Withdrawal Amount is greater than zero, we will pay you the remaining Annual Benefit Payment, if any, not yet withdrawn during the Contract Year that the Account Value was depleted, and beginning in the following Contract Year, we will continue paying the Annual Benefit Payment to you each year until your Remaining Guaranteed Withdrawal Amount is depleted. This guarantees that you will receive your purchase payments regardless of market performance so long as you do not take Excess Withdrawals, however, you will not be guaranteed income for the rest of your life.
- If you take your first withdrawal on or after the date you reach age 59 ½, we will continue to pay the Annual Benefit Payment each year for the rest of your life (and the life of your spouse, if the Joint Life Version is elected and your spouse elects to continue the Contract and is at least age 59 ½ at continuance, and, for Contracts issued in New York State, if you take your first withdrawal when both you and your spouse are at least age 59½), even if your Remaining Guaranteed Withdrawal Amount or your Account Value declines to zero. This means if your Remaining Guaranteed Withdrawal Amount and/or your Account Value is depleted due to a Non-Excess Withdrawal or the deduction of the benefit charge, we will pay to you the remaining Annual Benefit Payment, if any, not yet withdrawn during that Contract Year in which the Account Value was depleted, and beginning in the following Contract Year, we will continue paying the Annual Benefit payment to you each year for the rest of your life (and your spouse's life, if applicable). Therefore, you will be guaranteed income for life.
- If you take your first withdrawal during the Contract Year in which you attain age 76 or older, your Annual Benefit payment will be set equal to a 6% withdrawal rate multiplied by the Total Guaranteed Withdrawal Amount. For Contracts issued in New York State, if you elect the Joint Life Version, if you take your first withdrawal during the Contract Year the younger spouse attains or will attain age 76 or older, your Annual Benefit will be set equal to 6% withdrawal rate multiplied by the Total Guaranteed Withdrawal Amount.
- **If you have elected the LWG II, you should carefully consider when to begin taking withdrawals. If you begin taking withdrawals too soon, you may limit the value of the LWG II. If you delay taking withdrawals for too long, you may limit the number of years available for you to take withdrawals in the future (due to life expectancy) and you may be paying for a benefit you are not using.**
- At any time during the pay-in phase, you can elect to annuitize under current annuity rates in lieu of continuing the LWG II. Annuitization may provide higher income amounts if the current annuity option rates applied to the adjusted Account Value on the date payments begin exceed the payments under the LWG II rider. Also, income payments provided by annuitizing under current annuity rates may be higher due to different tax treatment of this income compared to the tax treatment of the payments received under the LWG II rider.
- You have the option of receiving withdrawals under the LWG II feature or receiving payments under an pay-out option. You should consult with your registered representative when deciding how to receive income under this Contract. In making this decision, you should consider many factors, including the relative amount of current income provided by the two options, the potential ability to receive higher future payments through potential increases to the value of the LWG II, your potential need to make additional withdrawals in the future, and the relative values to you of the death benefits available prior to and after annuitization.

Managing Your Withdrawals. It is important that you carefully manage your annual withdrawals. To retain the full guarantees of this benefit, your annual withdrawals cannot exceed the Annual Benefit Payment each Contract Year. In other words, you should not take Excess Withdrawals. We do not include withdrawal charges for the purpose of calculating whether you have made an Excess Withdrawal. **If you do take an Excess Withdrawal, we will recalculate the Total Guaranteed Withdrawal Amount and reduce the Annual Benefit Payment to the new Total Guaranteed Withdrawal Amount multiplied by the applicable withdrawal rate (See “Annual Benefit Payment” above for how the withdrawal rate is determined).**

In addition, as noted above, if you take an Excess Withdrawal, we will reduce the Remaining Total Guaranteed Withdrawal Amount in the same proportion that the withdrawal reduces the Account Value. These reductions in the Total Guaranteed Withdrawal Amount, Annual Benefit Payment, and Remaining Guaranteed Withdrawal Amount may be significant. You are still eligible to receive either lifetime payments or the remainder of the Remaining Guaranteed Withdrawal Amount so long as the withdrawal that exceeded the Annual Benefit Payment did not cause your Account Value to decline to zero.

You can always take Non-Excess Withdrawals. However, if you choose to receive only a part of your Annual Benefit Payment in any given Contract Year, your Annual Benefit Payment is not cumulative and your Remaining Guaranteed Withdrawal Amount and Annual Benefit Payment will not increase. For example, if your Annual Benefit Payment is 5% of your Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount, you cannot withdraw 3% in one year and then withdraw 7% the next year without making an Excess Withdrawal in the second year.

Automatic Annual Step-Up. On each Contract Anniversary prior to the Contract owner's 91st birthday (or in New York State, the youngest spouse's 91st birthday, if the Joint Life Version is elected), an Automatic Annual Step-Up will occur, provided that the Account Value exceeds the Total Guaranteed Withdrawal Amount (after compounding) immediately before the step-up (and provided that you have not chosen to decline the step-up as described below).

The Automatic Annual Step-Up:

- resets the Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount to the Account Value on the date of the step-up, up to a maximum of \$10,000,000 regardless of whether or not you have taken any withdrawals;
- resets the Annual Benefit Payment equal to 5% of the Total Guaranteed Withdrawal Amount after the Step-Up (or 6% if you make your first withdrawal during the Contract Year in which you attain age 76 or older) or, for Contracts issued in New York State, if the Joint Life version of LWG II was elected, reset the Annual Benefit Payment equal to 4.5% of the Total Guaranteed Withdrawal Amount after the step-up (or 6% if you make your first withdrawal during the Contract Year in which the younger spouse attains or will attain age 76 or older); and
- may reset the LWG II charge to a rate that does not exceed the lower of: (a) maximum of 1.60% (Single Life version) or 1.80% (Joint Life version) or (b) the current rate that we charge for the same rider available for new Contract purchases at the time of the Automated Annual Step-Up.

In the event that the charge applicable to Contract purchases at the time of the step-up is higher than your current LWG II charge, we will notify you in writing a minimum of 30 days in advance of the applicable Contract Anniversary and inform you that you may choose to decline the Automatic Annual Step-Up. If you choose to decline the Automatic Annual Step-Up, you must notify us in writing at our Administrative Office no less than seven calendar days prior to the Contract Anniversary.

Once you notify us of your decision to decline the Automatic Annual Step-Up, you will no longer be eligible for future Automatic Annual Step-Ups until you notify us in writing at our Administrative Office that you wish to reinstate the Automatic Annual Step-Ups. This reinstatement will take effect at the next Contract Anniversary after we receive your

request for reinstatement. Please note that the Automatic Annual Step-Up may be of limited benefit if you intend to make purchase payments that would cause your Account Value to approach \$10,000,000, because the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount cannot exceed \$10,000,000.

Required Minimum Distributions. For IRAs and other Contracts subject to Section 401(a)(9) of the Internal Revenue Code, you may be required to take withdrawals to fulfill minimum distribution requirements generally beginning at age 70½. These required distributions may be larger than your Annual Benefit Payment. If you enroll in the automated required minimum distribution service, **after the first Contract Year**, we will increase your Annual Benefit Payment to equal your most recently calculated required minimum distribution amount, if such amount is greater than your Annual Benefit Payment. **You must be enrolled only in the automated required minimum distribution service to qualify for this increase in the Annual Benefit Payment. You may not be enrolled in any other withdrawal program. The frequency of your withdrawals must be annual. The automated required minimum distribution service is based on information relating to this Contract only.** To enroll in the automated required minimum distribution service, please contact your Administrative Office.

Investment Allocation Restrictions. If you elect the Lifetime Withdrawal Guarantee II, there are certain investment allocation restrictions. Please see “Your Investment Choices — Investment Allocation Restrictions For Certain Benefits” above.

Joint Life Version. Like the Single Life version of the LWG II, the Joint Life version must be elected at the time you purchase the Contract, and the Contract owner (or oldest joint owner) must be age 85 or younger. Under the Joint Life version, when the owner of the Contract dies (or when the first joint owner dies), the LWG II will automatically remain in effect only if the spouse is the primary beneficiary and elects to continue the Contract under the spousal continuation provisions. This means that if you purchase the Joint Life version and subsequently get divorced, or your spouse is no longer the primary beneficiary at the time of your death, he or she will not be eligible to receive payments under the Lifetime Withdrawal Guarantee II. If the spouse is younger than age 59½ when he or she elects to continue the Contract, the spouse will receive the Annual Benefit Payment each year until the Remaining Guaranteed Withdrawal Amount is depleted. If the spouse is age 59½ or older when he or she elects to continue the Contract, the spouse will receive the Annual Benefit Payment each year for the remainder of his or her life. If the first withdrawal was taken before the Contract owner died (or before the first joint owner died), the withdrawal rate upon continuation of the Contract and the LWG II rider by the spouse will be based on the age of the Contract owner, oldest joint owner or youngest spouse (if the Joint Life version is elected in New York) at the time the first withdrawal was taken. In situations in which a trust is both the owner and beneficiary of the Contract, the Joint Life version of the benefit would not apply.

For Contracts issued in New York State, in order for you and your spouse to receive lifetime income, both you and your spouse must be at least age 59½ at the time of the first withdrawal. Please note that a change of the primary beneficiary will terminate the LWG II rider in New York State. In addition, the withdrawal rate for the Joint Life Version of LWG II may differ from the withdrawal rate for the Single Life Version for Contracts issued in New York State — (see “Annual Benefit Payment” above).

Cancellation and Guaranteed Principal Adjustment. You may elect to cancel the Lifetime Withdrawal Guarantee II on the Contract Anniversary every five Contract Years for the first 15 Contract Years and annually thereafter. We must receive your cancellation request within 30 days following the eligible Contract Anniversary in writing at our Administrative Office. The cancellation will take effect on receipt of your request. If cancelled, the Lifetime Withdrawal Guarantee II will terminate, we will no longer deduct the Lifetime Withdrawal Guarantee II charge and the investment allocation restrictions described in “Investment Choices — Investment Allocation Restrictions for Certain Benefits” will no longer apply. The Contract, however, will continue.

If you cancel the Lifetime Withdrawal Guarantee II on the fifteenth Contract Anniversary or any eligible Contract Anniversary thereafter, we will add a **Guaranteed Principal Adjustment** to your Account Value (does not apply to Contracts issued in Washington State). The Guaranteed Principal Adjustment is intended to restore your initial investment in the Contract in the case of poor investment performance. The Guaranteed Principal Adjustment is equal to (a) – (b) where:

- (a) is purchase payments credited within 120 days of the date that we issued the Contract, reduced proportionately by the percentage reduction in Account Value attributable to any partial withdrawals taken (including any applicable withdrawal charges) and
- (b) is the Account Value on the date of cancellation.

The Guaranteed Principal Adjustment will be added to each applicable investment division in the ratio the portion of the Account Value in such investment division bears to the total Account Value in all investment divisions. The Guaranteed Principal Adjustment will never be less than zero.

Only purchase payments made during the first 120 days that you hold the Contract are taken into consideration in determining the Guaranteed Principal Adjustment. Contract owners who anticipate making purchase payments after 120 days should understand that such payments will not increase the Guaranteed Principal Adjustment. Purchase payments made after 120 days are added to your Account Value and impact whether or not a benefit is due. Therefore, the Lifetime Withdrawal Guarantee II may not be appropriate for you if you intend to make additional purchase payments after the 120-day period and are purchasing the Lifetime Withdrawal Guarantee II for its Guaranteed Principal Adjustment feature. The Guaranteed Principal Adjustment feature is not available in Washington State.

Termination of the Lifetime Withdrawal Guarantee II. The Lifetime Withdrawal Guarantee II will terminate upon the earliest of:

- (1) The date of a full withdrawal of the Account Value (a pro rata portion of the charge will be assessed; you are still eligible to receive either the Remaining Guaranteed Withdrawal Amount or lifetime payments, provided the withdrawal did not exceed the Annual Benefit Payment and the provisions and conditions of this optional benefit have been met);
- (2) The date the Account Value is applied to a pay-out option (a pro rata portion of the charge for this benefit will be assessed);
- (3) The date there are insufficient amounts to deduct the Lifetime Withdrawal Guarantee benefit charge from your Account Value and your contract is thereby terminated (whatever Account Value is available will be applied to pay the charge and you are still eligible to receive either the Remaining Guaranteed Withdrawal Amount or lifetime payments, provided the provisions and conditions of this optional benefit have been met; however will have no other benefits under the Contract);
- (4) Death of the Contract owner or joint Contract owner (or the annuitant if the owner is a non-natural person), except where the Contract is issued under the Joint Life version of the Lifetime Withdrawal Guarantee II, the primary beneficiary is the spouse, and the spouse elects to continue the contract under the spousal continuation provisions of the Contract;
- (5) Change in Contract owners or joint Contract owners or annuitants (if the Contract owner is a non-natural person), subject to our administrative procedures (a pro rata portion of the charge for this benefit will be assessed, except for termination due to death);
- (6) The Contract is terminated (a pro-rata portion of the charge will be assessed, except for termination due to death.)
- (7) Effective date of the cancellation of this benefit by the Contract owner;
- (8) The date you assign your Contract, subject to our administrative procedures (a pro rata portion of the charge will be assessed); or

- (9) For Contracts issued in New York State with the Joint Life Version, the effective date of a change of the primary beneficiary (a pro-rata portion of the charge will be assessed), subject to our administrative procedures.

Under our current administrative procedures, we will waive the termination of the LWG II, if you assign the Contract under the following limited circumstances. If the assignment is solely for your benefit on account of your direct transfer of Account Value under Section 1035 of the Code to fund premiums for a long term care insurance policy or purchase payments for an annuity contract issued by an insurance company which is not our affiliate and which is licensed to conduct business in any state. All such direct transfers are subject to any applicable withdrawal charges.

Once the benefit is terminated, the Lifetime Withdrawal Guarantee II charge will no longer be deducted and the Lifetime Withdrawal Guarantee II investment allocation restrictions will no longer apply.

Additional Information. The Lifetime Withdrawal Guarantee II may affect the death benefit available under your Contract. If the owner or joint owner should die while the Lifetime Withdrawal Guarantee II is in effect, an alternative death benefit amount will be calculated under the Lifetime Withdrawal Guarantee II that can be taken in a lump sum. The Lifetime Withdrawal Guarantee II death benefit amount that may be taken as a lump sum will be equal to total purchase payments less any partial withdrawals (deducted on a dollar-for-dollar basis). If this death benefit amount is greater than the death benefit provided by your Contract, and if you made no Excess Withdrawals, then this death benefit amount will be paid instead of the death benefit provided by the Contract. All other provisions of your Contract's death benefit will apply.

Alternatively, the beneficiary may elect to receive the Remaining Guaranteed Withdrawal Amount as a death benefit, in which case we will pay the Remaining Guaranteed Withdrawal Amount on a monthly basis (or any mutually agreed upon frequency, but no less frequently than annually) until the Remaining Guaranteed Withdrawal Amount is exhausted. The surviving spouse's withdrawal rights then come to an end. Currently, there is no minimum dollar amount for the payments; however, we reserve the right to accelerate any payment, in a lump sum, that is less than \$500 (see below). This death benefit will be paid instead of the applicable contractual death benefit or the alternative death benefit amount calculated under the Lifetime Withdrawal Guarantee II as described above. Otherwise, the provisions of those contractual death benefits will determine the amount of the death benefit. Except as may be required by the Internal Revenue Code, an annual payment will not exceed the Annual Benefit Payment. If your beneficiary dies while such payments are made, we will continue making the payments to the beneficiary's estate unless we have agreed to another payee in writing.

If the Contract is a Non-Qualified Contract, any death benefit must be paid out over a time period and in a manner that satisfies Section 72(s) of the Internal Revenue Code. If the Contract owner (or the annuitant, if the Contract owner is not a natural person) dies prior to the "annuity starting date" (as defined under the Internal Revenue Code and regulations thereunder), the period over which the Remaining Guaranteed Withdrawal Amount is paid as a death benefit cannot exceed the remaining life expectancy of the payee under the appropriate IRS tables. For purposes of the preceding sentence, if the payee is a non-natural person, the Remaining Guaranteed Withdrawal Amount must be paid out within 5 years from the date of death. Payments under this death benefit must begin within 12 months following the date of death.

We reserve the right to accelerate any payment in a lump sum that is less than \$500 or to comply with requirements under the Internal Revenue Code (including minimum distribution requirements for IRAs and other Contracts subject to Section 401(a)(9) of the Internal Revenue Code and Non-Qualified Contracts subject to Section 72(s) of the Internal Revenue Code). If you terminate the Lifetime Withdrawal Guarantee II because (1) you make a total withdrawal of your Account Value; (2) your Account Value is insufficient to pay the Lifetime Withdrawal Guarantee II charge; or (3) the Contract owner dies, except where the beneficiary or joint owner is the spouse of the Contract owner and the spouse elects to continue the Contract and the spouse is less than 85 years old, you may not make additional purchase payments under the Contract.

Charges. For the Lifetime Withdrawal Guarantee II the current charges are 1.25% of the Total Guaranteed Withdrawal Amount for the Single Life version and 1.50% for the Joint Life version. If an Automatic Annual Step-Up occurs we may increase the Lifetime Withdrawal Guarantee II charge to the then current charge for the same optional benefit, but no more than a maximum of 1.60% for the Single Life version or 1.80% for the Joint life version.

The charge is deducted at the end of each Contract Year and prior to taking into account any Automatic Annual Step-Up occurring on the Contract Anniversary by withdrawing amounts on a pro rata basis from your Fixed Account (if available) balance, Enhanced Dollar Cost Averaging Program balance and Separate Account Value. We take amounts from the Separate Account by canceling accumulation units from your Separate Account Value.

For Contracts issued in states where approved on or after May 1, 2010, and in all other states for Contracts issued before July 13, 2009, or such other date as approved in that state, except New York, the following difference applies:

We increase on each Contract Anniversary the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount until the earlier of: (a) the date of the second withdrawal from the Contract or (b) the tenth Contract Anniversary, by an amount equal to 7.25% multiplied by the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount before such increase (up to a maximum of \$10,000,000). We may also increase the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount by the Automatic Annual Step-Up, if that would result in a higher Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount.

For Contracts issued in New York State for which applications and necessary paperwork were received at your Administrative Office before December 14, 2009, the following difference applies:

If you elect the Single Life Version, we increase the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount on each Contract Anniversary beginning with the Contract Anniversary following the date you reach age 63, until the earlier of (a) five years or (b) the date of the first withdrawal from the Contract, by an amount equal to 6% multiplied by the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount before such increase (up to a maximum of \$10,000,000). If the first withdrawal is taken before the Contract Anniversary following the date you reach 63, the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount will never be increased by the 6% Compounding Income Amount.

If you elect the Joint Version, we increase the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount on each Contract Anniversary beginning with the Contract Anniversary following the date the younger spouse reaches age 66, until the earlier of: (a) five years or (b) the date of the first withdrawal from the Contract, by an amount equal to 6% multiplied by the Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount before such increase (up to a maximum of \$10,000,000). We may also increase the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount by the Automatic Annual Step-Up, if that would result in a higher Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount. If the first withdrawal is taken before the Contract Anniversary following the date the youngest spouse reaches age 66, the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount will never be increased by the 6% Compounding Income Amount.

Examples of Lifetime Withdrawal Guarantee II

The purpose of these examples is to illustrate the operation of the LWG II. The investment results shown are hypothetical and are not representative of past or future performance. Actual investment results may be more or less than those shown and will depend upon a number of factors, including investment allocations and the investment experience of the investment divisions chosen. The examples do not reflect the deduction of fees and charges, withdrawal charges and applicable income taxes and penalties. The Lifetime Withdrawal Guarantee benefit does not guarantee an Account Value or minimum investment return for any investment division. The Remaining Guaranteed Withdrawal Amount cannot be taken as a lump sum.

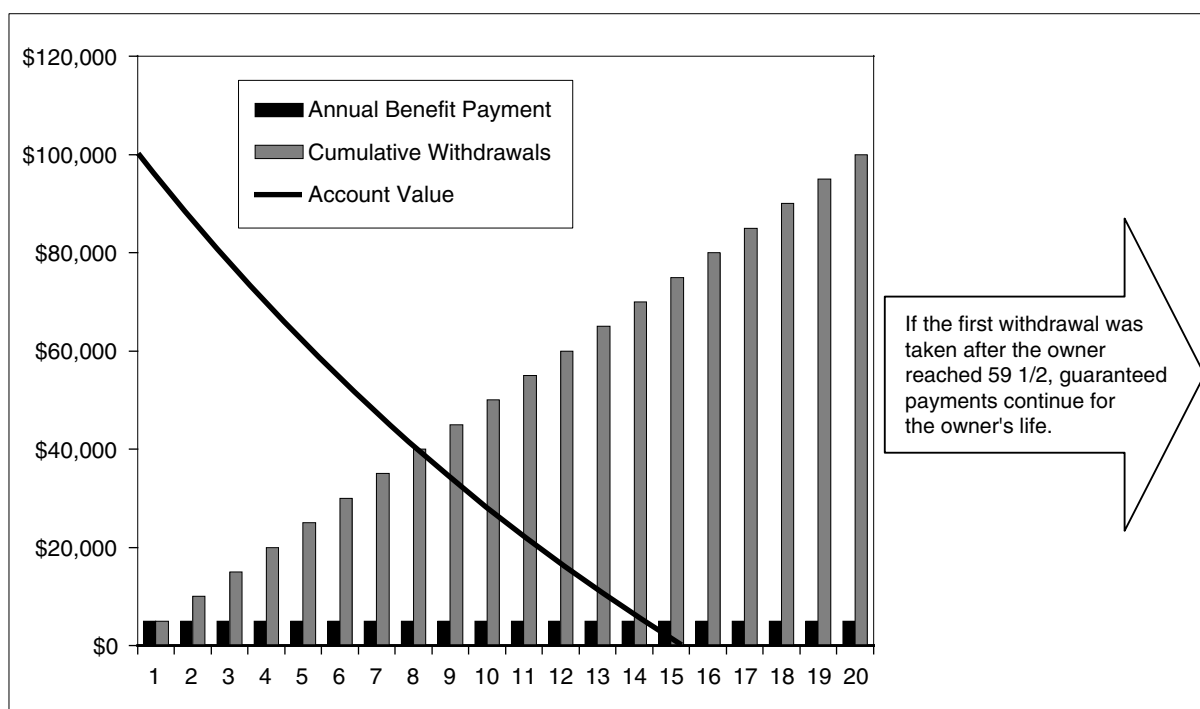
A. Lifetime Withdrawal Guarantee Benefit

I. A. When Withdrawals Do Not Exceed the Annual Benefit Payment

Assume that a Contract had an initial purchase payment of \$100,000. The initial Account Value would be \$100,000, the Total Guaranteed Withdrawal Amount would be \$100,000, the initial Remaining Guaranteed Withdrawal Amount would be \$100,000 and the initial Annual Benefit Payment would be \$5,000 ($\$100,000 \times 5\%$).

Assume that \$5,000 is withdrawn each year, beginning before the Contract owner attains age 59 ½. The Remaining Guaranteed Withdrawal Amount is reduced by \$5,000 each year as withdrawals are taken (the Guaranteed Total Withdrawal Amount is not reduced by these withdrawals). The Annual Benefit Payment of \$5,000 is guaranteed to be received until the Remaining Guaranteed Withdrawal Amount is depleted, even if the Account Value is reduced to zero.

If the first withdrawal is taken after age 59 ½, then the Annual Benefit Payment of \$5,000 is guaranteed to be received for the owner's lifetime, even if the Remaining Guaranteed Withdrawal Amount and the Account Value are reduced to zero. (Under the Lifetime Withdrawal Guarantee II, if the Contract owner makes the first withdrawal during the Contract Year in which you attain age 76, the Withdrawal Rate is 6% instead of 5% and the Annual Benefit Payment is \$6,000.)



B. When Withdrawals Do Exceed the Annual Benefit Payment

Lifetime Withdrawal Guarantee II — Proportionate Reduction

Assume that a Contract had an initial purchase payment of \$100,000. The initial Account Value would be \$100,000, the Total Guaranteed Withdrawal Amount would be \$100,000, the initial Remaining Guaranteed Withdrawal Amount would be \$100,000 and the initial Annual Benefit Payment would be \$5,000 ($\$100,000 \times 5\%$). (If the Contract owner makes the first withdrawal during the Contract Year the Contract owner attains or will attain age 76 or older, the Withdrawal rate is 6% instead of 5% and the initial Annual Benefit Payment would be \$6,000. For purposes of the example, assume the Contract owner makes the first withdrawal before the Contract Year he or she attains age 76 and the Withdrawal Rate is therefore 5%.)

Assume that the Remaining Guaranteed Withdrawal Amount is reduced to \$95,000 due to a withdrawal of \$5,000 in the first year. Assume the Account Value was further reduced to \$80,000 at year two due to poor market performance. If you

withdrew \$10,000 at this time, your Account Value would be reduced to $\$80,000 - \$10,000 = \$70,000$. Since the withdrawal of \$10,000 exceeded the Annual Benefit Payment of \$5,000, there would be a proportional reduction to the Remaining Guaranteed Withdrawal Amount and the Total Guaranteed Withdrawal Amount. The proportional reduction is equal to the entire withdrawal (\$10,000) divided by the Account Value before the withdrawal (\$80,000), or 12.5%. The Remaining Guaranteed Withdrawal Amount after the withdrawal would be \$83,125 (\$95,000 reduced by 12.5%). This new Remaining Guaranteed Withdrawal Amount of \$83,125 would now be the amount guaranteed to be available to be withdrawn over time. The Total Guaranteed Withdrawal Amount would be reduced to \$87,500 (\$100,000 reduced by 12.5%). The Annual Benefit Payment would be set equal to $5\% \times \$87,500 = \$4,375$.

(Assume instead that you withdrew \$10,000 during year two in two separate withdrawals of \$4,000 and \$6,000. Since the first withdrawal of \$4,000 did not exceed the Annual Benefit Payment of \$5,000, there would be no proportional reduction to the Remaining Guaranteed Withdrawal Amount and the Total Guaranteed Withdrawal Amount at the time of that withdrawal. The second withdrawal (\$6,000), however, results in cumulative withdrawals of \$10,000 during year two and causes a proportional reduction to the Remaining Guaranteed Withdrawal Amount and the Total Guaranteed Withdrawal Amount. The proportional reduction would be equal to the entire amount of the second withdrawal (\$6,000) divided by the Account Value before that withdrawal.)

C. Lifetime Withdrawal Guarantee — Automatic Annual Step-Ups (No Withdrawals) (for all states except New York)

Assume the Contract Owner, age 67 at issue, elected the Lifetime Withdrawal Guarantee II and made an initial purchase payment of \$100,000 at the time the Contract was issued. Assume that no withdrawals are taken.

At the first Contract Anniversary, assume the Account Value has increased to \$110,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$100,000 to \$110,000 and reset the Annual Benefit Payment to \$5,500 ($\$110,000 \times 5\%$).

At the second Contract Anniversary, assume the Account Value has increased to \$120,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$110,000 to \$120,000 and reset the Annual Benefit Payment to \$6,000 ($\$120,000 \times 5\%$).

Assume that on the third through the eighth Contract Anniversaries the Account Value does not exceed the Total Guaranteed Withdrawal Amount due to poor market performance. No Automatic Annual Step-Up will take place on the third through the eighth Contract Anniversaries and the Annual Benefit Payment will remain \$6,000 ($\$120,000 \times 5\%$). Assume the Account Value at the ninth Contract Anniversary has increased to \$150,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$120,000 to \$150,000. Because the Owner is now age 76 and did not take any withdrawals before the Contract Year in which the owner attained age 76, the Withdrawal Rate will also reset from 5% to 6%. The Annual Benefit Payment will be reset to \$9,000 ($\$150,000 \times 6\%$).

D. Lifetime Withdrawal Guarantee — Automatic Annual Step-Ups (No Withdrawals) — For Contracts issued in New York State (Single Life Only)

Assume the Contract Owner, age 67 at issue elected the Lifetime Withdrawal Guarantee II and elected the Single Life version and made an initial purchase payment of \$100,000 at the time the Contract was issued. Assume that no withdrawals are taken.

At the first Contract Anniversary, assume the Account Value has increased to \$110,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$100,000 to \$110,000 and reset the Annual Benefit Payment to \$5,500 ($\$110,000 \times 5\%$).

At the second Contract Anniversary, assume the Account Value has increased to \$120,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$110,000 to \$120,000 and reset the Annual Benefit Payment to \$6,000 ($\$120,000 \times 5\%$).

Assume that on the third through the eighth Contract Anniversaries the Account Value does not exceed the Total Guaranteed Withdrawal Amount due to poor market performance. No Automatic Annual Step-Up will take place on the third through the eighth Contract Anniversaries and the Annual Benefit Payment will remain \$6,000 ($\$120,000 \times 5\%$). Assume the Account Value at the ninth Contract Anniversary has increased to \$150,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$120,000 to \$150,000. Because the Contract Owner is now age 76 and did not take any withdrawals before the Contract Year in which the owner attained age 76, the Automatic Annual Step-Up will also reset the Withdrawal Rate from 5% to 6%. The Annual Benefit Payment will be reset to \$9,000 ($\$150,000 \times 6\%$).

II. For Contracts issued in states where approved on or after May 1, 2010, and in all other states for Contracts issued before July 13, 2009, or such later date as approved in that state, except New York.

A. Lifetime Withdrawal Guarantee Benefit — Compounding Income Amount (for all states except New York)

Assume that a Contract with LWG II had an initial purchase payment of \$100,000. The initial Remaining Guaranteed Withdrawal Amount would be \$100,000, the Total Guaranteed Withdrawal Amount would be \$100,000, and the Annual Benefit Payment would be \$5,000 ($\$100,000 \times 5\%$). (If the Contract owner makes the first withdrawal on or after the date he or she reaches age 76, the Withdrawal rate is 6% instead of 5% and the initial Annual Benefit Payment would be \$6,000. For purposes of the example, assume the Contract owner makes the first withdrawal before he or she reaches age 76 and the Withdrawal Rate is therefore 5%.)

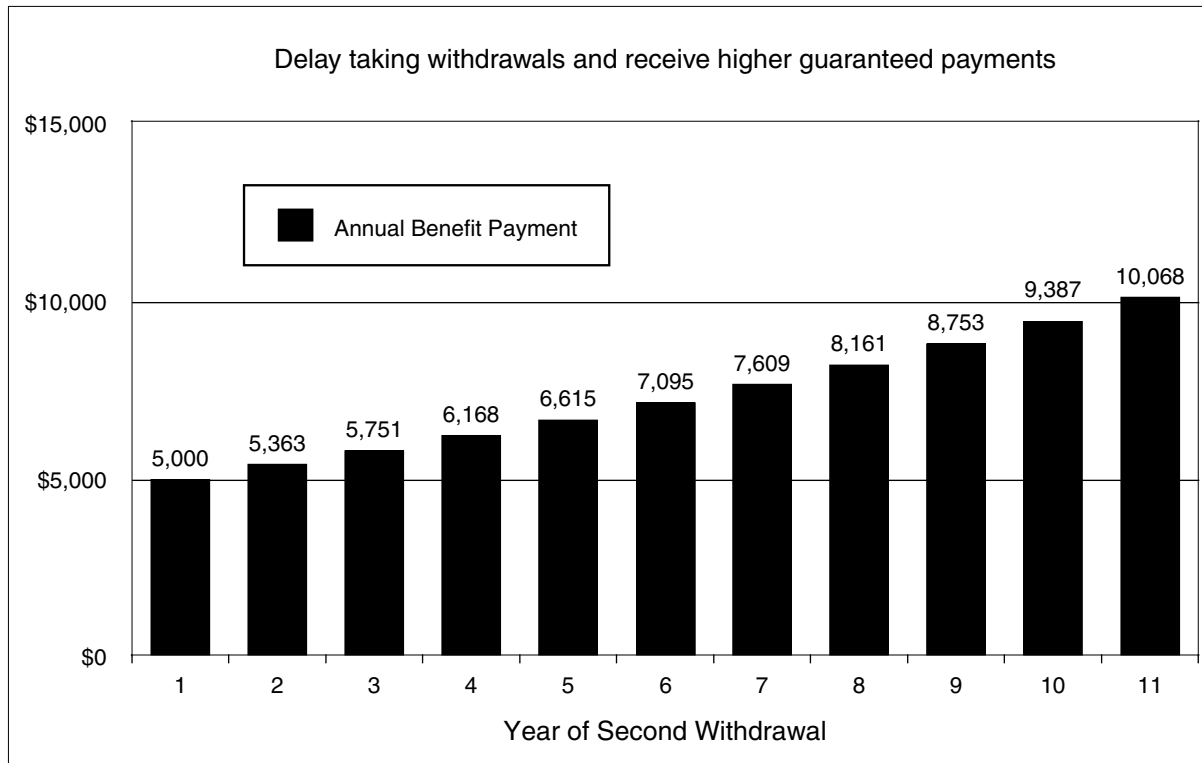
The Total Guaranteed Withdrawal Amount will increase by 7.25% of the previous year's Total Guaranteed Withdrawal Amount until the earlier of the second withdrawal or the 10th Contract Anniversary. The Annual Benefit Payment will be recalculated as 5% of the new Total Guaranteed Withdrawal Amount.

If the second withdrawal is taken in the first Contract Year then there would be no increase: the Total Guaranteed Withdrawal Amount would remain at \$100,000 and the Annual Benefit Payment will remain at \$5,000 ($\$100,000 \times 5\%$).

If the second withdrawal is taken in the second Contract Year then the Total Guaranteed Withdrawal Amount would increase to \$107,250 ($\$100,000 \times 107.25\%$), and the Annual Benefit Payment would increase to \$5,363 ($\$107,250 \times 5\%$).

If the second withdrawal is taken in the third Contract Year then the Total Guaranteed Withdrawal Amount would increase to \$115,025 ($\$107,250 \times 107.25\%$), and the Annual Benefit Payment would increase to \$5,751 ($\$115,025 \times 5\%$).

If the second withdrawal is taken after the 10th Contract Year then the Total Guaranteed Withdrawal Amount would increase to \$201,360 (the initial \$100,000, increased by 7.25% per year, compounded annually for 10 years), and the Annual Benefit Payment would increase to \$10,068 ($\$201,360 \times 5\%$).



B. Lifetime Withdrawal Guarantee Benefit — Automatic Annual Step-Ups and 7.25% Compounding Amount (No Withdrawals) (for Contracts issued in states where approved on or after May 1, 2010, and in all other states for Contracts issued before July 13, 2009, or such later date as approved in that state, except New York)

Assume that a Contract with LWG II had an initial purchase payment of \$100,000. Assume that no withdrawals are taken.

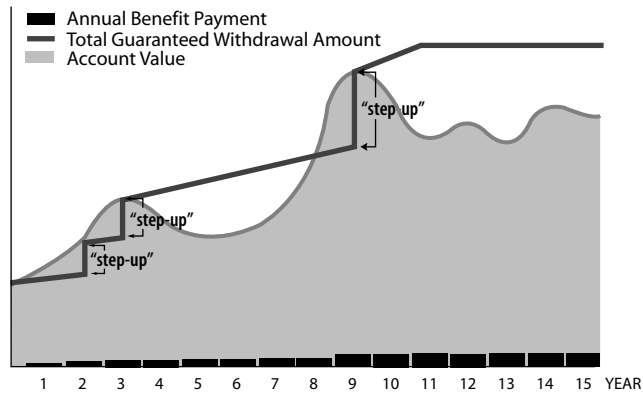
At the first Contract Anniversary, provided that no withdrawals are taken, the Total Guaranteed Withdrawal Amount is increased to \$107,250 (\$100,000 increased by 7.25%, compounded annually). Assume the Account Value has increased to \$110,000 at the first Contract Anniversary due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$107,250 to \$110,000 and reset the Annual Benefit Payment to \$5,500 ($\$110,000 \times 5\%$).

At the second Contract Anniversary, provided that no withdrawals are taken, the Total Guaranteed Withdrawal Amount is increased to \$117,975 (\$110,000 increased by 7.25%, compounded annually). Assume the Account Value has increased to \$120,000 at the second Contract Anniversary due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$117,975 to \$120,000 and reset the Annual Benefit Payment to \$6,000 ($\$120,000 \times 5\%$).

Provided that no withdrawals are taken, each year the Total Guaranteed Withdrawal Amount would increase by 7.25%, compounded annually, from the second Contract Anniversary through the ninth Contract Anniversary, and at that point would be equal to \$195,867. Assume that during these Contract years the Account Value does not exceed the Total Guaranteed Withdrawal Amount due to poor market performance. Assume the Account Value at the ninth Contract Anniversary has increased to \$200,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$195,867 to \$200,000 and reset the Annual Benefit Payment to \$10,000 ($\$200,000 \times 5\%$).

At the 10th Contract Anniversary, provided that no withdrawals are taken, the Total Guaranteed Withdrawal Amount is increased to \$214,500 (\$200,000 increased by 7.25%, compounded annually). Assume the Account Value is less than

\$214,500. There is no Automatic Annual Step-Up since the Account Value is below the Total Guaranteed Withdrawal Amount; however, due to the 7.25% increase in the Total Guaranteed Withdrawal Amount, the Annual Benefit Payment is increased to \$10,725 ($\$214,500 \times 5\%$).



III.A. *For Contracts Issued in New York State before December 14, 2009:* Lifetime Withdrawal Guarantee Benefit — Compounding Income Amount

Assume that a Contract owner, age 63 at issue, elected the Single Life version of the LWG II and made an initial purchase payment of \$100,000. The initial Remaining Guaranteed Withdrawal Amount would be \$100,000, the Total Guaranteed Withdrawal Amount would be \$100,000, and the Annual Benefit Payment would be \$5,000 ($\$100,000 \times 5\%$). (If the Contract owner makes the first withdrawal on or after the Contract Anniversary following the date he or she reaches age 76, the Withdrawal rate is 6% instead of 5% and the initial Annual Benefit Payment would be \$6,000. For purposes of the example, assume the Contract owner makes the first withdrawal before the Contract Anniversary following the date he or she reaches age 76 and the Withdrawal Rate is therefore 5%.)

The Total Guaranteed Withdrawal Amount will increase by 6% of the previous year's Total Guaranteed Withdrawal Amount until the earlier of the first withdrawal or the 5th Contract Anniversary. The Annual Benefit Payment will be recalculated as 5% of the new Total Guaranteed Withdrawal Amount.

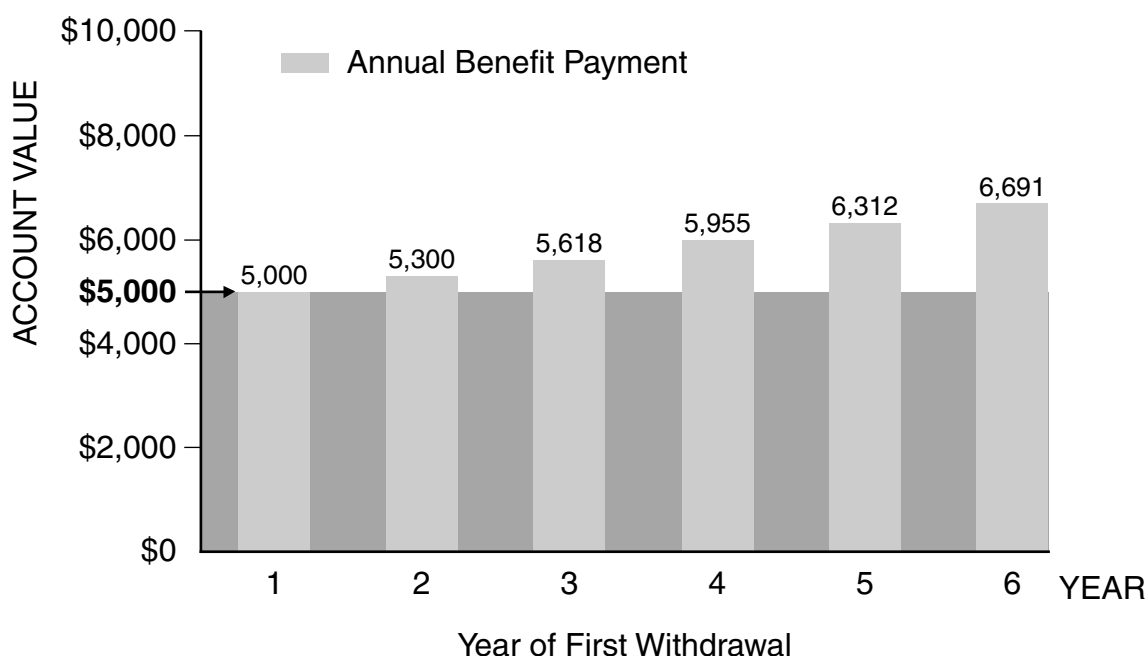
If the first withdrawal is taken in the first Contract Year then there would be no increase: the Total Guaranteed Withdrawal Amount would remain at \$100,000 and the Annual Benefit Payment will remain at \$5,000 ($\$100,000 \times 5\%$).

If the first withdrawal is taken in the second Contract Year then the Total Guaranteed Withdrawal Amount would increase to \$106,000 ($\$100,000 \times 106\%$), and the Annual Benefit Payment would increase to \$5,300 ($\$106,000 \times 5\%$).

If the first withdrawal is taken in the third Contract Year then the Total Guaranteed Withdrawal Amount would increase to \$112,360 ($\$106,000 \times 106\%$), and the Annual Benefit Payment would increase to \$5,618 ($\$112,360 \times 5\%$).

If the first withdrawal is taken after the 5th Contract Year then the Total Guaranteed Withdrawal Amount would increase to \$133,822 (the initial \$100,000, increased by 6% per year, compounded annually for 5 years), and the Annual Benefit Payment would increase to \$6,691 ($\$133,822 \times 5\%$).

Delay taking withdrawals and receive higher guaranteed payments



B. For Contracts Issued in New York State before December 14, 2009: Lifetime Withdrawal Guarantee Benefit — Automatic Annual Step-Ups and 6% Compounding Income Amount (No Withdrawals)

Assume that a Contract owner, age 63 at issue, elected the Single Life version of LWG II and made an initial purchase payment of \$100,000. Assume that no withdrawals are taken.

At the first Contract Anniversary, provided that no withdrawals are taken, the Total Guaranteed Withdrawal Amount is increased to \$106,000 (\$100,000 increased by 6%, compounded annually). Assume the Account Value has increased to \$110,000 at the first Contract Anniversary due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$106,000 to \$110,000 and reset the Annual Benefit Payment to \$5,500 ($\$110,000 \times 5\%$).

At the second Contract Anniversary, provided that no withdrawals are taken, the Total Guaranteed Withdrawal Amount is increased to \$116,600 (\$110,000 increased by 6%, compounded annually). Assume the Account Value has increased to \$120,000 at the second Contract Anniversary due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$116,600 to \$120,000 and reset the Annual Benefit Payment to \$6,000 ($\$120,000 \times 5\%$).

Provided that no withdrawals are taken, each year the Total Guaranteed Withdrawal Amount would increase by 6%, compounded annually, from the second Contract Anniversary through the fourth Contract Anniversary, and at that point would be equal to \$134,832. Assume that during these Contract years the Account Value does not exceed the Total Guaranteed Withdrawal Amount due to poor market performance. Assume the Account Value at the fourth Contract Anniversary has increased to \$150,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from \$134,832 to \$150,000 and reset the Annual Benefit Payment to \$7,500 ($\$150,000 \times 5\%$).

At the 5th Contract Anniversary, provided that no withdrawals are taken, the Total Guaranteed Withdrawal Amount is increased to \$159,000 (\$150,000 increased by 6%, compounded annually). Assume the Account Value is less than \$159,000. There is no Automatic Annual Step-Up since the Account Value is below the Total Guaranteed Withdrawal Amount; however, due to the 6% increase in the Total Guaranteed Withdrawal Amount, the Annual Benefit Payment is increased to \$7,950 ($\$159,000 \times 5\%$).

Description of Enhanced Guaranteed Withdrawal Benefit (may be known as the “Guaranteed Withdrawal Benefit” in sales literature or other materials)

Benefit Base. The Guaranteed Withdrawal Amount is the maximum **total** amount of money that you are guaranteed to receive over time under the Enhanced GWB. At issue, the Guaranteed Withdrawal Amount and the **Benefit Base** are both equal to your initial purchase payment plus a credit to the Benefit Base equal to 5% of your initial purchase payment (“the GWB Bonus”). At any subsequent point in time, the Benefit Base is the remaining amount of money that you are guaranteed to receive through withdrawals under the Enhanced GWB. Your Benefit Base will change with each purchase payment, or as the result of an Optional Reset. Also, each withdrawal will reduce your Benefit Base. If negative investment performance reduces your Account Value below the Benefit Base, you are still guaranteed to be able to withdraw the entire amount of your Benefit Base.

The Benefit Base is equal to:

- Your initial purchase payment, increased by the 5% GWB Bonus;
- Increased by each subsequent purchase payment, and by the 5% GWB Bonus;
- Reduced dollar for dollar by withdrawals, which are withdrawals (including any applicable withdrawal charge) and amounts applied to an income option (currently, you may not apply amounts less than your entire Account Value to an annuity option); and
- If any withdrawal from your Contract is not payable to the Contract owner or the Contract owner's bank account (or to the annuitant or the annuitant's bank account, if the owner is a non-natural person), or results in cumulative withdrawals for the current Contract Year exceeding the Annual Benefit Payment, and the resulting Benefit Base exceeds the Account Value, an additional reduction in the Benefit Base will be made. This additional reduction will be equal to the difference between the Benefit Base and your Account Value, after the decrease for withdrawals. The Benefit Base will also be reset as a result of an Optional Reset as described below.

Annual Benefit Payment. The Annual Benefit Payment is the maximum amount of your Benefit Base you may withdraw each Contract Year without adversely impacting the amount guaranteed to be available to you through withdrawals over time. The initial Annual Benefit Payment is equal to the initial Benefit Base multiplied by the GWB withdrawal rate (7%). The Annual Benefit Payment is reset after each subsequent purchase payment to the greater of: (1) the Annual Benefit Payment before the subsequent purchase payment, and (2) the GWB withdrawal rate multiplied by the Benefit Base after the subsequent purchase payment. The Annual Benefit Payment will also be reset as a result of an Optional Reset as described below. You can continue to receive annual withdrawals in an amount equal to or less than your Annual Benefit Payment until your Benefit Base is depleted.

Managing Your Withdrawals. It is important that you carefully manage your annual withdrawals. To retain the guarantees of this benefit, your annual withdrawals cannot exceed the Annual Benefit Payment each Contract Year. We refer to withdrawals during a Contract Year that exceed the Annual Benefit Payment as Excess Withdrawals. We do not include withdrawal charges for the purpose of calculating whether you have taken an Excess Withdrawal. **You should not take Excess Withdrawals. If you do take an Excess Withdrawal, or if a withdrawal is not payable to the Contract owner or the Contract owner's bank account (or to the annuitant or the annuitant's bank account, if the owner is a non-natural person), the Annual Benefit Payment will be recalculated and may be reduced. This reduction may be significant.** The new Annual Benefit Payment will equal the lower of (1) the Annual Benefit Payment before the withdrawal and (2) your Account Value after the reduction for the withdrawal (including any applicable withdrawal charge) multiplied by the GWB withdrawal rate. Because the Enhanced GWB charge is assessed as a percentage of the Guaranteed Withdrawal Amount, any decrease of the Annual Benefit Payment caused by an Excess Withdrawal results in an increase in the cost of the benefit relative to the benefits you will receive.

You can always take annual withdrawals less than the Annual Benefit Payment. However, if you choose to receive only a part of, or none of, your Annual Benefit Payment in any given Contract Year, your Annual Benefit Payment is not

cumulative and your Benefit Base and Annual Benefit Payment will not increase. For example, if your Annual Benefit Payment is 7% of your Benefit Base and you withdraw only 4% one year, you cannot then withdraw 10% the next year without exceeding your Annual Benefit Payment.

All withdrawals are subject to applicable early withdrawal charges and taxes.

Required Minimum Distributions. For IRAs and other Contracts subject to Section 401(a)(9) of the Internal Revenue Code, you may be required to take withdrawals to fulfill minimum distribution requirements generally beginning at age 70½. These required distributions may be larger than your Annual Benefit Payment. If you enroll in the automated required minimum distribution service, **after the first Contract Year**, we will increase your Annual Benefit Payment to equal your most recently calculated required minimum distribution amount, if such amount is greater than your Annual Benefit Payment. You must be enrolled in the automated required minimum distribution service to qualify for this increase in the Annual Benefit Payment. The frequency of your withdrawals must be annual. The automated required minimum distribution service is based on information relating to this Contract only. To enroll in the automated required minimum distribution service, please contact your Administrative Office.

Guaranteed Withdrawal Amount. We assess the Enhanced GWB charge as a percentage of the Guaranteed Withdrawal Amount, which is initially set at an amount equal to your initial purchase payment plus the GWB Bonus. The Guaranteed Withdrawal Amount may increase with subsequent purchase payments. In this case, the Guaranteed Withdrawal Amount will be reset equal to the greater of: (1) the Guaranteed Withdrawal Amount before the purchase payment and (2) the Benefit Base after the purchase payment. Withdrawals do not decrease the Guaranteed Withdrawal Amount. The Guaranteed Withdrawal Amount will also be reset as a result of an Optional Reset as described below. If your Guaranteed Withdrawal Amount increases, the amount of the Enhanced GWB charge we deduct will increase because the charge is a percentage of your Guaranteed Withdrawal Amount.

Optional Reset. At any Contract Anniversary prior to the 86th birthday of the owner (or oldest joint owner or annuitant if the Contract is owned by a non-natural person) you may elect an Optional Reset. The purpose of an Optional Reset is to “lock-in” a higher Benefit Base, which may increase the amount of the Annual Benefit Payment and lengthen the period of time over which these withdrawals can be taken. We reserve the right to prohibit an Optional Reset election if we no longer offer this benefit.

An Optional Reset will:

- Reset your Guaranteed Withdrawal Amount and Benefit Base equal to the Account Value on the date of the reset;
- Reset your Annual Benefit Payment equal to the Account Value on the date of the reset multiplied by the GWB withdrawal rate (7%); and
- Reset the Enhanced GWB charge equal to the then current level we charge for the same benefit at the time of the reset, up to the maximum charge of 1.00%.

You may elect either a one-time Optional Reset or Automatic Annual Resets. A one-time Optional Reset is permitted only if: (1) your Account Value is larger than the Benefit Base immediately before the reset, and (2) the reset occurs prior to the 86th birthday of the owner (or oldest joint owner or annuitant if the Contract is owned by a non-natural person).

We must receive your request for a one-time Optional Reset in accordance with our administrative procedures (currently we require you to submit your request in writing) before the applicable Contract Anniversary. The Optional Reset will take effect on the next Contract Anniversary following our receipt of your written request.

If you elect Automatic Annual Resets, a reset will occur automatically on any Contract Anniversary if: (1) your Account Value is larger than the Guaranteed Withdrawal Amount immediately before the reset, and (2) the Contract Anniversary is prior to the 86th birthday of the owner (or oldest joint owner or annuitant if the Contract is owned by a non-natural person). The same conditions will apply to each Automatic Annual Reset.

In the event that the charge applicable to Contract purchases at the time of the Automatic Annual Reset is higher than your current Enhanced GWB rider charge, we will notify you in writing a minimum of 30 days in advance of the applicable Contract Anniversary and inform you that you may choose to decline the Automatic Annual Reset. You may discontinue Automatic Annual Resets by notifying us in writing (or by any other method acceptable to us), prior to the Contract Anniversary on which a reset may otherwise occur. If you discontinue the Automatic Annual Resets, no reset will occur automatically on any subsequent Contract Anniversary unless you make a new election under the terms described above. (If you discontinue Automatic Annual Resets, the Enhanced GWB rider (and the rider charge) will continue, and you may choose to elect a one-time Optional Reset or reinstate Automatic Annual Resets.)

It is possible to elect a one-time Optional Reset when the Account Value is larger than the Benefit Base but smaller than the Guaranteed Withdrawal Amount. (By contrast, an Automatic Annual Reset will never occur if the Account Value is smaller than the Guaranteed Withdrawal Amount.) If you elect a one-time Optional Reset when the Account Value before the reset was less than the Guaranteed Withdrawal Amount, you would lock in a higher Benefit Base which would increase the total amount you are guaranteed to receive through withdrawals under the Enhanced GWB rider, and extend the period of time over which you could make those withdrawals. However, you would also decrease the Annual Benefit Payment and the Guaranteed Withdrawal Amount. You should consider electing a one-time Optional Reset when your Account Value is smaller than the Guaranteed Withdrawal Amount only if you are willing to accept the decrease in the Annual Benefit Payment and Guaranteed Withdrawal Amount in return for locking in the higher Benefit Base. Otherwise, you should only elect a one-time Optional Reset when your Account Value is larger than the Guaranteed Withdrawal Amount.

Any benefit of a one-time Optional Reset or Automatic Annual Reset also depends on the current Enhanced GWB rider charge. If the current charge in effect at the time of the reset is higher than the charge you are paying, it may not be beneficial to elect a reset because we will begin applying the higher current charge at the time of the reset (even if a one-time Optional Reset results in a decrease of your Annual Benefit Payment and/or your Guaranteed Withdrawal Amount).

Withdrawal Charge. We will apply a withdrawal charge to withdrawals from purchase payments of up to 8% of purchase payments taken in the first seven years following receipt of the applicable purchase payment.

Taxes. Withdrawals of taxable amounts will be subject to ordinary income tax and, if made prior to age 59½, a 10% federal tax penalty may apply.

Cancellation of the Enhanced GWB. You may elect to cancel the Enhanced GWB in accordance with our administrative procedures (currently we require you to submit your cancellation request in writing to our Administrative Office) during the 90-day period following your fifth Contract Anniversary. Such cancellation will take effect upon our receipt of your request. If you cancel the Enhanced GWB, you may not re-elect it. Upon cancellation, the Enhanced GWB charge will no longer apply. The Contract, however, will continue.

Termination of the Enhanced GWB. The Enhanced GWB will terminate upon the earliest of:

- (1) the date you make a full withdrawal of your Account Value (a pro rata portion of the charge will apply); you are still eligible to receive annual payments until the Benefit Base declines to zero, provided the withdrawal did not exceed the Annual Benefit Payment and the provisions and conditions of the rider have been met;
- (2) the date you apply all of your Account Value to a pay-out option (a pro rata portion of the charge will apply);
- (3) the date there are insufficient amounts to deduct the Enhanced GWB charge from your Account Value (whatever Account Value is available will be applied to pay the annual Enhanced GWB benefit charge); you are still eligible to receive annual payments until the Benefit Base declines to zero, provided your withdrawals did not exceed the Annual Benefit Payment and the provisions and conditions of the rider have been met;

- (4) the date we receive due proof of the owner's death and a beneficiary claim form, except where the beneficiary or joint owner is the spouse of the owner and the spouse elects to continue the Contract and the spouse is less than 85 years old, or the annuitant dies if the owner is a non-natural person; note: (a) if the spouse elects to continue the Contract (so long as the spouse is less than 85 years old and the Enhanced GWB is in effect at the time of continuation), all terms and conditions of the Enhanced GWB will apply to the surviving spouse; and (b) we will not terminate the benefit until we receive both due proof of the owner's death and a beneficiary claim form (from certain beneficiaries, such as a trust, we may require additional information, such as the trust document), which means we will continue to deduct the Enhanced GWB charge until we receive this information;
- (5) the effective date of cancellation of the rider;
- (6) a change of the owner or joint owner (or the annuitant if the owner is a non-natural person) for any reason (a pro rata portion of the charge will apply); or
- (7) the termination of the Contract (a pro rata portion of the charge will apply).

Additional Information. If you take a full withdrawal of your Account Value and the withdrawal does not exceed the Annual Benefit Payment, or your Account Value is reduced to zero because you do not have a sufficient Account Value to pay the Enhanced GWB charge and your Benefit Base after the withdrawal is greater than zero, we will commence making payments to the owner or joint owner (or to the annuitant if the owner is a non-natural person) on a monthly basis (or any mutually agreed upon frequency, but not less frequently than annually) until the Benefit Base is exhausted. Your withdrawal rights then come to an end. Currently, there is no minimum dollar amount for the payments; however, we reserve the right to accelerate any payment, in a lump sum, that is less than \$500 (see below). The total annual payments cannot exceed the Annual Benefit Payment, except to the extent required under the Internal Revenue Code. If you or the joint owner (or the annuitant if the owner is a non-natural person) should die while these payments are being made, your beneficiary will receive these payments. No other death benefit will be paid.

If the owner or joint owner (or the annuitant if the owner is a non-natural person) should die while the Enhanced GWB is in effect, your beneficiary may elect to receive the Benefit Base as a death benefit in lieu of any other contractual death benefits. Otherwise, the provisions of those death benefits will determine the amount of the death benefit and no benefit will be payable under the Enhanced GWB.

If the beneficiary elects the Benefit Base as a death benefit, we will pay the remaining Benefit Base on a monthly basis (or any mutually agreed-upon frequency, but no less frequently than annually) until the Benefit Base is exhausted. Except as may be required by the Internal Revenue Code, an annual payment will not exceed the Annual Benefit Payment. If your beneficiary dies while such payments are made, we will continue making the payments to the beneficiary's estate unless we have agreed to another payee in writing. If the Contract is a Non-Qualified Contract, any death benefit must be paid out over a time period and in a manner that satisfies Section 72(s) of the Internal Revenue Code. If the owner (or the annuitant, if the owner is not a natural person) dies prior to the "annuity starting date" (as defined under the Internal Revenue Code and regulations thereunder), the period over which the Benefit Base is paid as a death benefit cannot exceed the remaining life expectancy of the payee under the appropriate IRS tables. For purposes of the preceding sentence, if the payee is a non-natural person, the Benefit Base must be paid out within 5 years from the date of death. Payments under this death benefit must begin within 12 months following the date of death.

We reserve the right to accelerate any payment, in a lump sum, that is less than \$500 or to comply with requirements under the Internal Revenue Code (including minimum distribution requirements for IRAs and other Contracts subject to Section 401(a)(9) of the Internal Revenue Code and Non-Qualified Contracts subject to Section 72(s) of the Internal Revenue Code). If you terminate the Enhanced GWB because (1) you make a total withdrawal of your Account Value; (2) your Account Value is insufficient to pay the Enhanced GWB charge; or (3) the Contract owner or joint owner (or the annuitant, if the owner is a non-natural person) dies, except where the beneficiary or joint owner is the spouse of the

owner and the spouse elects to continue the Contract and the spouse is less than 85 years old, you may not make additional purchase payments under the Contract.

Charges. The Enhanced GWB is available for an additional charge of 0.55% of the Guaranteed Withdrawal Amount each Contract Anniversary, prior to taking into account any Optional Reset. As described above, this charge may change as a result of an Optional Reset. We will not continue to assess the charge if your Benefit Base equals zero. The charge is made by withdrawing amounts on a pro-rata basis from your Fixed Account Value, Enhanced Dollar Cost Averaging Program balance and Separate Account Value. We take amounts from the Separate Account by canceling accumulation units from your Separate Account Value. (The Fixed Account is not available in the C Class Contracts or Contracts issued in New York State and Washington State with this optional benefit. The Enhanced Dollar Cost Averaging Program is not available in the C and B Plus Class Contracts.)

Examples

The purpose of these examples is to illustrate the operation of the Enhanced Guaranteed Withdrawal Benefit. The investment results shown are hypothetical and are not representative of past or future performance. Actual investment results may be more or less than those shown and will depend upon a number of factors, including investment allocations and the investment experience of the investment divisions chosen. The examples do not reflect the deduction of fees and charges, withdrawal charges and applicable income taxes and penalties.

A. How Withdrawals Affect the Benefit Base

1. An initial purchase payment is made of \$100,000. The initial Benefit Base would be \$105,000. ($\$100,000 \times 5\%$). Assume that the Account Value grew to \$110,000 because of market performance. If a subsequent withdrawal of \$10,000 were made, the Benefit Base would be reduced to $\$105,000 - \$10,000 = \$95,000$. Assume the withdrawal of \$10,000 exceeded the Annual Benefit Payment. Since the Account Value of \$100,000 exceeds the Benefit Base of \$95,000, no further reduction to the Benefit Base is made.
2. An initial purchase payment is made of \$100,000. The initial Benefit Base would be \$105,000. Assume that the Account Value shrank to \$90,000 because of market performance. If a subsequent withdrawal of \$10,000 were made, the Benefit Base would be reduced to \$95,000 and the Account Value would be reduced to \$80,000. Assume the withdrawal of \$10,000 exceeded the Annual Benefit Payment. Since the Account Value of \$80,000 is less than the Benefit Base of \$95,000, a further reduction of the \$15,000 difference is made, bringing the Benefit Base to \$80,000.

B. How Withdrawals and Subsequent Purchase Payments Affect the Annual Benefit Payment

An initial purchase payment is made of \$100,000. The initial Benefit Base would be \$105,000 and the initial Annual Benefit Payment would be \$7,350. If \$7,000 withdrawals were then made for each of the next five years, the Benefit Base would be decreased to \$70,000. If a subsequent purchase payment of \$10,000 were made the next day, the Benefit Base would be increased to $\$70,000 + \$10,000 + (5\% \times \$10,000) = \$80,500$. The Annual Benefit Payment would be reset to the greater of a) \$7,350 (the Annual Benefit Payment before the second purchase payment) and b) \$5,635 (7% multiplied by the Benefit Base after the second purchase payment). In this case, the Annual Benefit Payment would remain at \$7,350.

C. How Withdrawals Affect the Annual Benefit Payment

1. An initial purchase payment is made of \$100,000. The initial Benefit Base would be \$105,000 and the initial Annual Benefit Payment would be \$7,350. If a withdrawal of \$9,000 was made the next day, and negative market performance reduced the Account Value by an additional \$1,000, the Account Value would be reduced to $\$100,000 - \$9,000 - \$1,000 = \$90,000$. Since the withdrawal of \$9,000 exceeded the Annual Benefit Payment of \$7,350, the Annual Benefit Payment would be reset to the lower of a) \$7,350 (the Annual Benefit Payment before

the withdrawal) and b) \$6,300 (7% multiplied by the Account Value after the withdrawal). In this case the Annual Benefit Payment would be reset to \$6,300.

2. An initial purchase payment is made of \$100,000. The initial Benefit Base would be \$105,000 and the initial Annual Benefit Payment would be \$7,350. If a withdrawal of \$10,000 was made two years later after the Account Value had increased to \$150,000, the Account Value would be reduced to \$140,000. Since the withdrawal of \$10,000 exceeded the Annual Benefit Payment of \$7,350, the Annual Benefit Payment would be reset to the lower of a) \$7,350 (the Annual Benefit Payment before the withdrawal) and b) \$9,800 (7% multiplied by the Account Value after the withdrawal). In this case the Annual Benefit Payment would remain at \$7,350.

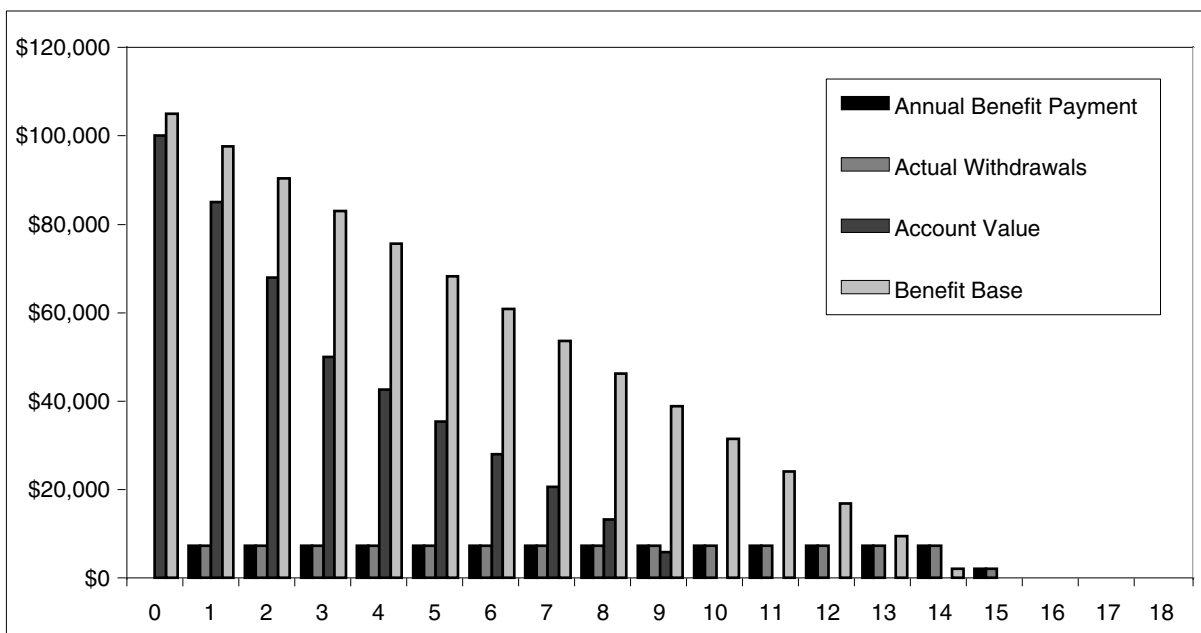
D. How Withdrawals and Subsequent Purchase Payments Affect the Guaranteed Withdrawal Amount

An initial purchase payment is made of \$100,000 and the initial Guaranteed Withdrawal Amount and initial Benefit Base would both be \$105,000. Assume that over the next five years, withdrawals reduced the Benefit Base to \$70,000. If a subsequent purchase payment of \$10,000 was made, the Benefit Base would be increased to $\$70,000 + \$10,000 + (5\% \times \$10,000) = \$80,500$. The Guaranteed Withdrawal Amount would be reset to the greater of a) \$105,000 (the Guaranteed Withdrawal Amount before the second purchase payment) and b) \$80,500 (the Benefit Base after the second purchase payment). In this case, the Guaranteed Withdrawal Amount would remain at \$105,000.

E. Putting It All Together

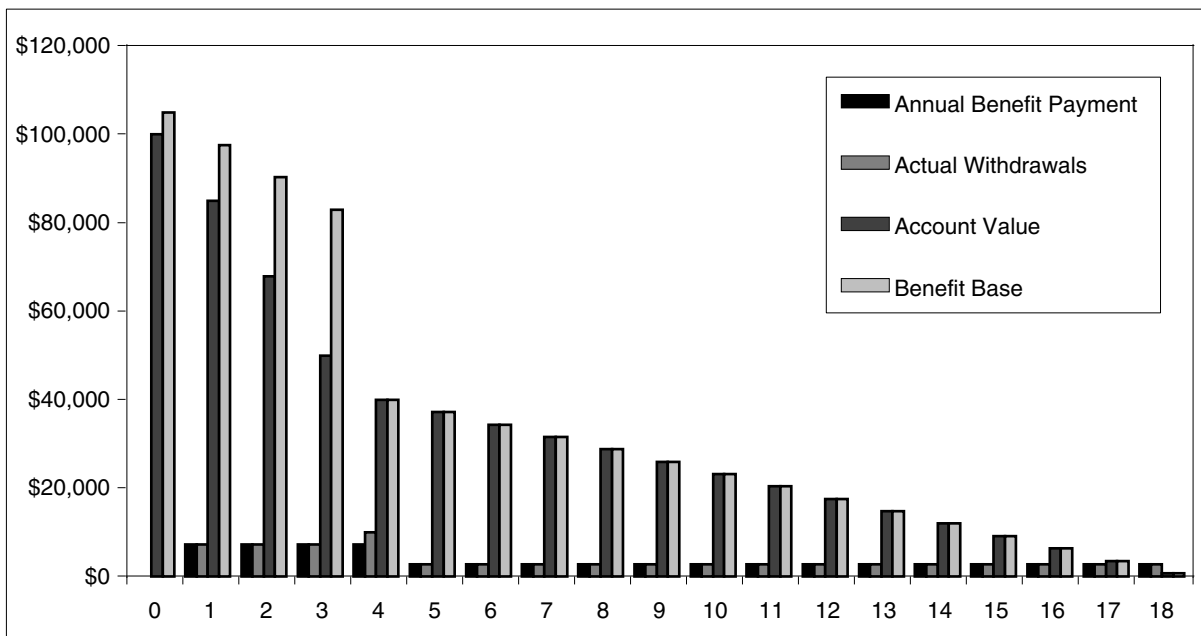
1. When Withdrawals Do Not Exceed the Annual Benefit Payment

An initial purchase payment is made of \$100,000. The initial Benefit Base would be \$105,000, the Guaranteed Withdrawal Amount would be \$105,000, and the Annual Benefit Payment would be \$7,350. Assume that the Benefit Base was reduced to \$82,950 due to 3 years of withdrawing \$7,350 each year and assume that the Account Value was further reduced to \$50,000 at year four due to poor market performance. If you withdrew \$7,350 at this time, your Account Value would be reduced to $\$50,000 - \$7,350 = \$42,650$. Your Benefit Base would be reduced to $\$82,950 - \$7,350 = \$75,600$. Since the withdrawal of \$7,350 did not exceed the Annual Benefit Payment, there would be no additional reduction to the Benefit Base. The Guaranteed Withdrawal Amount would remain at \$105,000 and the Annual Benefit Payment would remain at \$7,350.



2. When Withdrawals Do Exceed the Annual Benefit Payment

An initial purchase payment is made of \$100,000. The initial Benefit Base would be \$105,000, the Guaranteed Withdrawal Amount would be \$105,000, and the Annual Benefit Payment would be \$7,350. Assume that the Benefit Base was reduced to \$82,950 due to 3 years of withdrawing \$7,350 each year. Assume the Account Value was further reduced to \$50,000 at year four due to poor market performance. If you withdrew \$10,000 at this time, your Account Value would be reduced to $\$50,000 - \$10,000 = \$40,000$. Your Benefit Base would be reduced to $\$82,950 - \$10,000 = \$72,950$. Since the withdrawal of \$10,000 exceeded the Annual Benefit Payment of \$7,350 and the resulting Benefit Base would be greater than the resulting Account Value, there would be an additional reduction to the Benefit Base. The Benefit Base after the withdrawal would be set equal to the Account Value after the withdrawal = \$40,000. The Annual Benefit Payment would be set equal to the lesser of \$7,350 and $7\% \times \$40,000 = \$2,800$. The Guaranteed Withdrawal Amount would remain at \$105,000, but this amount now no longer would be guaranteed to be received over time. The new Benefit Base of \$40,000 would be now the amount guaranteed to be available to be withdrawn over time.

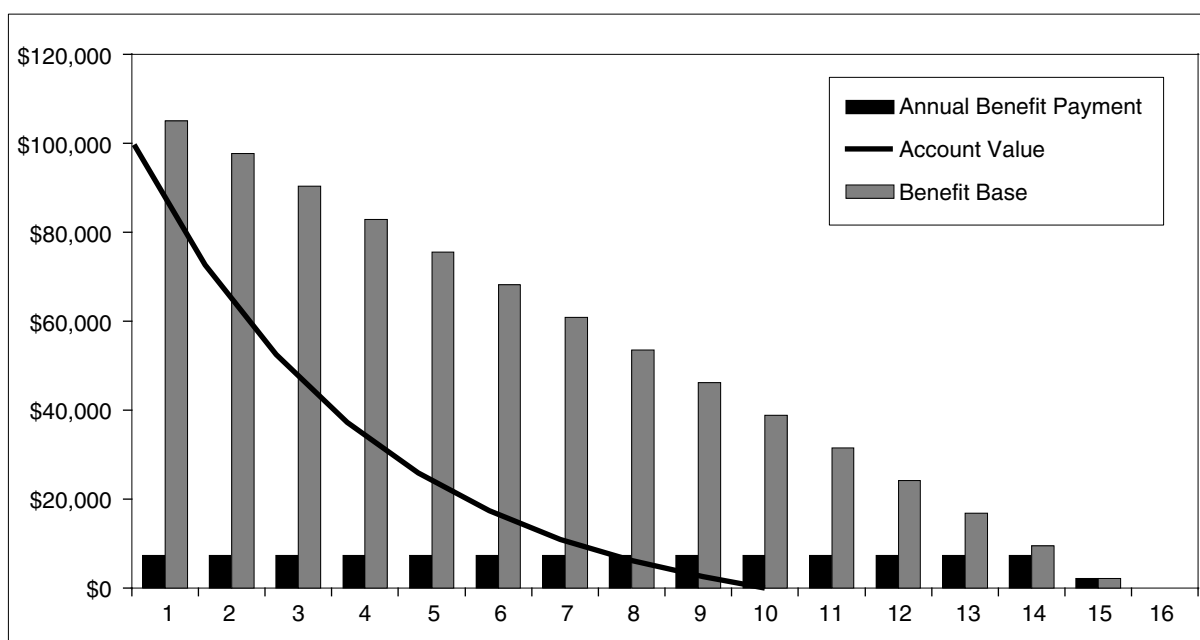


F. Annual Benefit Payment Continuing When Account Value Reaches Zero

An initial purchase payment is made of \$100,000. The initial Account Value would be \$100,000, the initial Benefit Base would be \$105,000 and the Annual Benefit Payment would be \$7,350 ($\$105,000 \times 7\%$).

Assume that the Benefit Base was reduced to \$31,500 due to 10 years of withdrawing \$7,350 each year. Assume that the Account Value was further reduced to \$0 at year 11 due to poor market performance. We would commence making payments to you (equal on an annual basis, to the Annual Benefit Payment) until the Benefit Base is exhausted.

In this situation (assuming there are monthly payments), there would be 51 payments of \$612.50 and a final payment of \$262.50, which, in sum, would deplete the \$31,500 Benefit Base. The total amount withdrawn over the life of the Contract would then be \$105,000.



G. How the Optional Reset Works if Elected on the 3rd Contract Anniversary (may be elected prior to age 86)

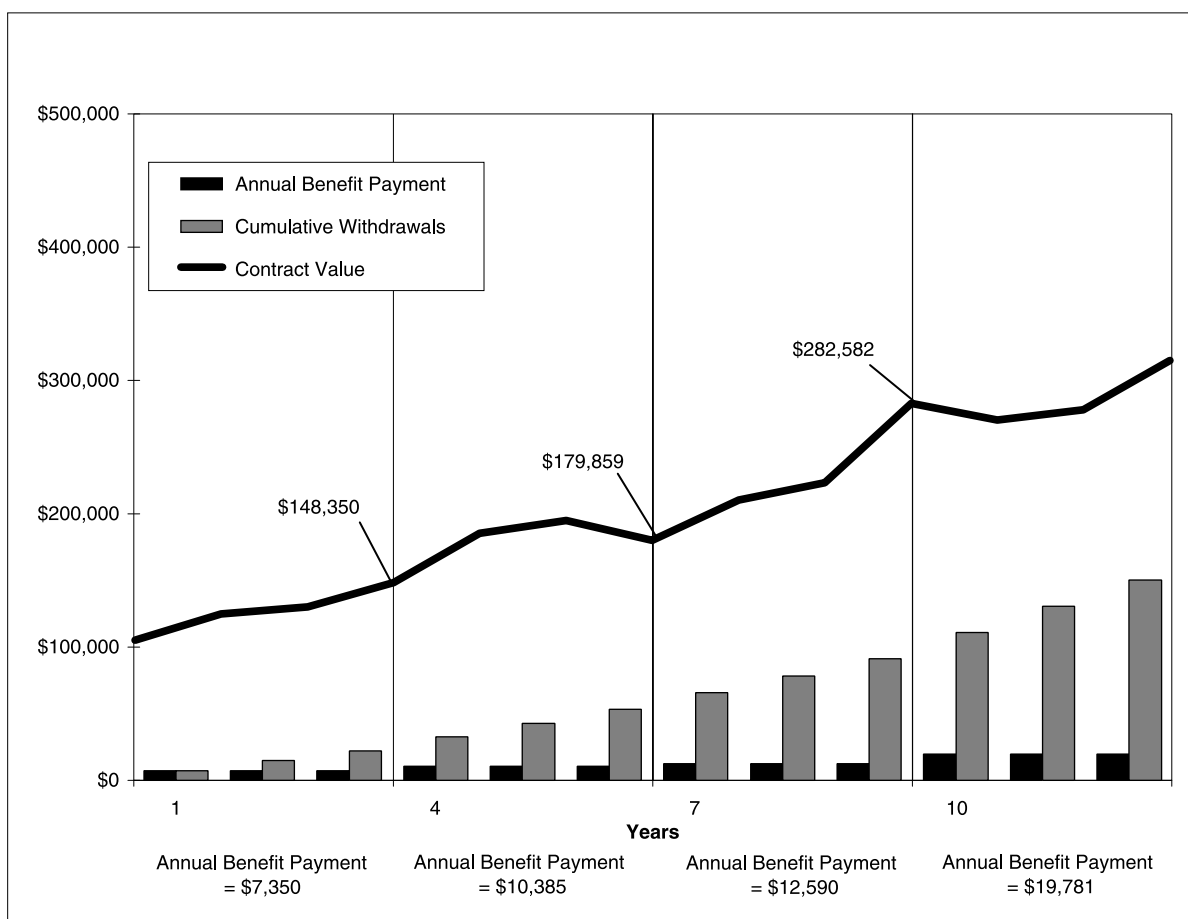
Assume that a Contract had an initial purchase payment of \$100,000 and the fee is .55%. The initial Account Value would be \$100,000, the initial Benefit Base would be \$105,000, the Guaranteed Withdrawal Amount would be \$105,000 and the Annual Benefit Payment would be \$7,350.

The Account Value on the third Contract Anniversary grew due to market performance to \$148,350. Assume the fee remains at .55%. If an Optional Reset is elected or Automatic Annual Resets are in effect, the charge would remain at .55%, the Guaranteed Withdrawal Amount and the Benefit Base would be reset to \$148,350, and the Annual Benefit Payment would become $7\% \times \$148,350 = \$10,385$.

The Account Value on the sixth Contract Anniversary grew due to market performance to \$179,859. Assume the fee has been increased to .60%. If an Optional Reset is elected or Automatic Annual Resets are in effect, the charge would increase to .60%, the Guaranteed Withdrawal Amount and the Benefit Base would both be reset to \$179,859, and the Annual Benefit Payment would become $7\% \times \$179,859 = \$12,590$.

The Account Value on the ninth Contract Anniversary grew due to market performance to \$282,582. Assume the fee is still .60%. If an Optional Reset is elected or Automatic Annual Resets are in effect, the charge would remain at .60%, the Guaranteed Withdrawal Amount and the Benefit Base would both be reset to \$282,582, and the Annual Benefit Payment would become $7\% \times \$282,582 = \$19,781$.

The period of time over which the Annual Benefit Payment may be taken would be lengthened.



4 How an Optional Reset May Increase the Benefit Base While Decreasing the Guaranteed Withdrawal Amount and Annual Benefit Payment

Assume that a Contract had an initial purchase payment of \$100,000. The initial Account Value would be \$100,000, the initial Benefit Base would be \$105,000, the Guaranteed Withdrawal Amount would be \$105,000 and the Annual Benefit Payment would be \$7,350.

Assume that the Benefit Base is reduced to \$70,000 due to 5 years of withdrawing \$7,000 each year, but also assume that, due to positive market performance, the Account Value at the end of 5 years is \$80,000. If an Optional Reset is elected, the Benefit Base would be reset from \$70,000 to \$80,000, the Guaranteed Withdrawal Amount would be reduced from \$105,000 to \$80,000, and the Annual Benefit Payment would be reduced from \$7,350 to \$5,600 ($\$80,000 \times 7\%$). (If you elect Automatic Annual Resets, a reset will not occur if the Account Balance is lower than the Guaranteed Withdrawal Amount.)

Under these circumstances, the one-time the Optional Reset increases the Benefit Base (the remaining amount of money you are guaranteed to receive) by \$10,000, but also reduces the Annual Benefit Payment, thereby lengthening the period of time over which you will receive the money. This Optional Reset also reduces the Guaranteed Withdrawal Amount, against which the benefit charge is calculated. If the benefit charge rate does not increase in connection with the Optional Reset, the reduced Guaranteed Withdrawal Amount will result in a reduction in the amount of the annual benefit charge.

Lifetime Withdrawal Guarantee, GWB and Decedent Contracts

The Lifetime Withdrawal Guarantee is not available for purchase by a beneficiary under a decedent's Non-Qualified Contract or IRA (or where otherwise offered, under any other Contract which is being "stretched" by a beneficiary after the death of the owner or after the death of the annuitant in certain cases). Under the tax rules, such contracts generally require distributions to commence in accordance with tax regulations by the end of the calendar year following the year of the owner's death. However, these required distributions can in certain circumstances exceed the Annual Benefit

Payment, and any such excess will have the effect of reducing the lifetime payments under the Lifetime Withdrawal Guarantee.

Note that the Enhanced GWB is not appropriate for purchase by a beneficiary under a decedent's Non-Qualified Contract.

Summary of Living Benefits

The chart below highlights certain differences among the living benefits. Please refer to the detailed descriptions above for specific information about the features, costs and restrictions associated with the riders.*

	Income Guarantees	Withdrawal Guarantees	
	GMIB Plus II	Lifetime Withdrawal Guarantee II	Enhanced GWB
Lifetime Income	Yes (after waiting period)	Yes (if first withdrawal on or after age 59 ½)	No
Benefit Involves Annuitization	Yes	No	No
Withdrawals Permitted (1)	Prior to annuitization	Yes	Yes
Waiting Period	Must wait 10 years to annuitize under rider; Optional Step-Up (2) restarts waiting period; withdrawals available immediately	None (age 59 ½ for lifetime withdrawals)	None
Reset/Step-Up	Yes	Yes	Yes
May Invest in Investment Choices	Prior to annuitization	Yes	Yes
Investment Allocation Requirements	Yes	Yes	No
Ability to Cancel Rider	Yes, after 10 years, can take lump-sum option under the GPO provisions	Yes, at 5th, 10th & 15th Contract Anniversary, annually thereafter; or, lump-sum option under the GPA provisions after 15 years	Yes, within 90 days after 5th Contract Anniversary
Death Benefit	Prior to annuitization, Contract death benefit available (2)	Contract death benefit or alternate rider death benefit available; ability to receive Remaining Guaranteed Withdrawal Amount in series of payments instead of Contract death benefit	Contract death benefit or ability to receive Benefit Base in series of payments instead of Contract death benefit
Current Charges (3)	1.00% (4)	1.25% (Single Life version) or 1.50% (Joint Life version)	0.55%

* For a description of the GMIB II that is no longer available, please see "Living Benefits" above.

¹ Withdrawals will reduce the living and death benefits and Account Value.

² If the Contract is annuitized, income payments may be guaranteed for a certain period of time (depending on the income payment type selected) and therefore payable upon death of the annuitant. See "Pay-Out Options" and the rider descriptions for more information.

³ Certain charges may increase upon a Reset or Step-Up. Generally, charges are assessed as a percentage of the guaranteed benefit rather than Account Value. For example, the charge for GMIB II is 0.50% of the Income Base. See the Charges section and the individual rider descriptions for more information.

⁴ For Contracts issued in New York State, the charge for GMIB Plus II is 0.95% of the Income Base.

Pay-Out Options (or Income Options)

You may convert your Contract into a regular stream of income after your “pay-in” or “accumulation” phase. The pay-out phase is often referred to as either “annuitizing” your Contract or taking an income annuity. When you select your pay-out option, you will be able to choose from the range of options we then have available. You have the flexibility to select a stream of income to meet your needs. If you decide you want a pay-out option, we withdraw some or all of your Account Value (less any premium taxes and applicable Contract fees), then we apply the net amount to the option. See “Income Taxes” for a discussion of partial annuitization. You are required to hold your Contract for at least 30 days (one year for the Class B Plus Contract) from the date we issue the Contract before you annuitize, and you may select a pay-out option until the later of ten years after you purchased your Contract or the date the annuitant reaches age 90. Although guaranteed annuity purchase rates for the B Plus Class are the same as those for the other classes of the Contract, current annuity purchase rates for the B Plus Class may be lower than the other classes of the Contract. You must convert at least \$5,000 of your Account Value to receive income payments. Please be aware that once your Contract is annuitized, you are ineligible to receive the Death Benefit you have selected. Additionally, if you have selected a living benefit rider such as a Guaranteed Minimum Income Benefit or a Guaranteed Withdrawal Benefit, annuitizing your Contract terminates the rider, including any Death Benefit provided by the rider and any Guaranteed Principal Option or Guaranteed Principal Adjustment (for GMIB Plus II or Lifetime Withdrawal Guarantee, respectively) that may also be provided by the rider.

When considering a pay-out option, you should think about whether you want:

- Payments guaranteed by us for the rest of your life (or for the rest of two lives) or the rest of your life (or for the rest of two lives) with a guaranteed period; and
- A fixed dollar payment or a variable payment.

Your income option provides you with a regular stream of payments for either your lifetime or your lifetime with a guaranteed period.

You may choose the frequency of your income payments. For example, you may receive your payments on a monthly, quarterly, semiannual or annual basis.

Your income payment amount will depend upon your choices. For lifetime options, the age and sex (where permitted) of the measuring lives (annuitants) will also be considered. For example, if you select a pay-out option guaranteeing payments for your lifetime and your spouse’s lifetime, your payments will typically be lower than if you select a pay-out option with payments over only your lifetime.

We do not guarantee that your variable payments will be a specific amount of money. You may choose to have a portion of the payment fixed and guaranteed under the Fixed Income Option. Should our current annuity rates for a fixed pay-out option for your class of the Contract provide for greater payments than those guaranteed in your Contract, the greater payment will be made.

By the time the annuitant reaches age 90, or ten years after issue of your Contract, if later, and if you do not either elect to continue the Contract, select a pay-out option or withdraw your entire Account Value, and your Contract was not issued under certain retirement plans, we will automatically issue you a life annuity with a 10-year guarantee. In that case, if you do not tell us otherwise, your Fixed Account Value and Enhanced Dollar Cost Averaging Program balance will be used to provide a Fixed Income Option and your Separate Account Value will be used to provide a variable pay-out option.

Income Payment Types

Currently, we provide you with a wide variety of income payment types to suit a range of personal preferences. You decide the income pay-out type when you decide to take a pay-out option. Your decision is irrevocable.

There are three people who are involved in payments under your pay-out option:

- **Contract owner:** the person or entity which has all rights including the right to direct who receives payment.
- **Annuitant:** the natural person whose life is the measure for determining the duration and the dollar amount of payments.
- **Beneficiary:** the person who receives continuing payments or a lump sum payment, if any, if the Contract owner dies.

Many times, the Contract owner and the annuitant are the same person.

When deciding how to receive income, consider:

- The amount of income you need;
- The amount you expect to receive from other sources;
- The growth potential of other investments; and
- How long you would like your income to be guaranteed.

The following income payment types are currently available. We may make available other income payment types if you so request and we agree. Where required by state law or under a qualified retirement plan, the annuitant's sex will not be taken into account in calculating income payments. Annuity rates will not be less than the rates guaranteed in the Contract at the time of purchase for the AIR and income payment type elected. Due to underwriting, administrative or Internal Revenue Code considerations, the choice of the percentage reduction and/or the duration of the guarantee period may be limited.

Lifetime Income Annuity: A variable income that is paid as long as the annuitant is living.

Lifetime Income Annuity with a Guarantee Period: A variable income that continues as long as the annuitant is living but is guaranteed to be paid for a number of years. If the annuitant dies before all of the guaranteed payments have been made, payments are made to the Contract owner of the annuity (or the beneficiary, if the Contract owner dies during the guarantee period) until the end of the guarantee period. No payments are made once the guarantee period has expired and the annuitant is no longer living.

Lifetime Income Annuity for Two: A variable income that is paid as long as either of the two annuitants is living. After one annuitant dies, payments continue to be made as long as the other annuitant is living. In that event, payments may be the same as those made while both annuitants were living or may be a smaller percentage that is selected when the annuity is first converted to an income stream. No payments are made once both annuitants are no longer living.

Lifetime Income Annuity for Two with a Guarantee Period: A variable income that continues as long as either of the two annuitants is living but is guaranteed to be paid (unreduced by any percentage selected) for a number of years. If both annuitants die before all of the guaranteed payments have been made, payments are made to the Contract owner of the annuity (or the beneficiary, if the Contract owner dies during the guarantee period) until the end of the guaranteed period. If one annuitant dies after the guarantee period has expired, payments continue to be made as long as the other annuitant is living. In that event, payments may be the same as those made while both annuitants were living or may be a smaller percentage that is selected when the annuity is first converted to an income stream. No payments are made once the guarantee period has expired and both annuitants are no longer living.

Allocation

You decide how your money is allocated among the Fixed Income Option and the investment divisions.

Minimum Size of Your Income Payment

Your initial income payment must be at least \$100. This means that the amount used from a Contract to provide a pay-out option must be large enough to produce this minimum initial income payment. We may reduce the frequency of your income payments to produce a payment of at least \$100, in which case your payment will be made at least annually.

The Value of Your Income Payments

Amount of Income Payments

Variable Income Payments from an investment division will depend upon the number of annuity units held in that investment division (described below) and the Annuity Unit Value (described later) as of the 10th day prior to a payment date.

The initial variable income payment is computed based on the amount of the purchase payment applied to the specific investment division (net any applicable premium tax owed or Contract charge), the AIR, the age of the measuring lives and the income payment type selected. The initial payment amount is then divided by the Annuity Unit Value for the investment division to determine the number of annuity units held in that investment division. The number of annuity units held remains the same for duration of the Contract if no reallocations are made.

The dollar amount of subsequent variable income payments will vary with the amount by which investment performance less the Separate Account Charge is greater or less than the AIR.

Each Contract provides that, when a pay-out option is chosen, the payment will not be less than the payment produced by the then current Fixed Income Option purchase rates for that Contract class. The purpose of this provision is to assure the owner that, at retirement, if the Fixed Income Option purchase rates for new Contracts are significantly more favorable than the rates guaranteed by a Contract of the same class, the owner will be given the benefit of the higher rates.

Annuity Units

Annuity units are credited to you when you first convert your Contract into an income stream or make a reallocation of your income payment into an investment division during the pay-out phase. Before we determine the number of annuity units to credit to you, we reduce your Account Value by any premium taxes and the Annual Contract Fee, if applicable. (The premium taxes and the Annual Contract Fee are not applied against reallocations.) We then compute an initial income payment amount using the AIR, your income payment type and the age and sex (where permitted) of the measuring lives. We then divide the initial income payment (allocated to an investment division) by the Annuity Unit Value on the date of the transaction. The result is the number of annuity units credited for that investment division. The initial variable income payment is a hypothetical payment which is calculated based on the AIR. This initial variable income payment is used to establish the number of annuity units. It is not the amount of your actual first variable income payment unless your first income payment happens to be within 10 days after the date you convert your Contract into an income stream. When you reallocate an income payment from an investment division, annuity units supporting that portion of your income payment in that investment division are liquidated.

AIR

Your income payments are determined by using the AIR to benchmark the investment experience of the investment divisions you select. We currently offer an AIR of 3% and 4%. The higher your AIR, the higher your initial variable income

payment will be. Your next payment will increase approximately in proportion to the amount by which the investment experience (for the time period between the payments) for the underlying Portfolio minus the Standard Death Benefit Separate Account charge (the resulting number is the net investment return) exceeds the AIR (for the time period between the payments). Likewise, your next payment will decrease to the approximate extent the investment experience (for the time period between the payments) for the underlying Portfolio minus the Standard Death Benefit Separate Account (the net investment return) charge is less than the AIR (for the time period between the payments). A lower AIR will result in a lower initial variable income payment, but subsequent variable income payments will increase more rapidly or decline more slowly than if you had elected a higher AIR as changes occur in the investment experience of the investment divisions.

The amount of each variable income payment is determined 10 days prior to your income payment date. If your first income payment is scheduled to be paid less than 10 days after you convert your Contract to an income stream, then the amount of that payment will be determined on the date you convert your Contract to a pay-out option.

Valuation

This is how we calculate the Annuity Unit Value for each investment division:

- First, we determine the change in investment experience (which reflects the deduction for any investment-related charge) for the underlying Portfolio from the previous trading day to the current trading day;
- Next, we subtract the daily equivalent of the Standard Death Benefit Separate Account charge for each day since the last day the Annuity Unit Value was calculated; the resulting number is the net investment return.
- Then, we multiply by an adjustment based on your AIR for each day since the last Annuity Unit Value was calculated; and
- Finally, we multiply the previous Annuity Unit Value by this result.

Reallocation Privilege

During the pay-out phase of the Contract, you may make reallocations among investment divisions or from the investment divisions to the Fixed Income Option. Each reallocation must be at least \$500 or, if less, your entire income payment allocated to the investment division. Once you reallocate your income payment into the Fixed Income Option, you may not later reallocate it into an investment division. There is no withdrawal charge to make a reallocation.

For us to process a reallocation, you must tell us:

- The percentage of the income payment to be reallocated;
- The investment divisions (or Fixed Income Option) to which you want to reallocate your income payment; and
- The investment divisions from which you want to reallocate your income payment.

We may require that you use our original forms to make reallocations.

Reallocations will be made at the end of the business day, at the close of the Exchange, if received in good order prior to the close of the Exchange, on that business day. All other reallocation requests will be processed on the next business day.

When you request a reallocation from an investment division to the Fixed Income Option, the payment amount will be adjusted at the time of reallocation. Your payment may either increase or decrease due to this adjustment. The adjusted payment will be calculated in the following manner.

- First, we update the income payment amount to be reallocated from the investment division based upon the applicable Annuity Unit Value at the time of the reallocation;

- Second, we use the AIR to calculate an updated annuity purchase rate based upon your age, if applicable, and expected future income payments at the time of the reallocation;
- Third, we calculate another updated annuity purchase rate using our current annuity purchase rates for the Fixed Income Option on the date of your reallocation;
- Finally, we determine the adjusted payment amount by multiplying the updated income amount determined in the first step by the ratio of the annuity purchase rate determined in the second step divided by the annuity purchase rate determined in the third step.

When you request a reallocation from one investment division to another, annuity units in one investment division are liquidated and annuity units in the other investment division are credited to you. There is no adjustment to the income payment amount. Future income payment amounts will be determined based on the Annuity Unit Value for the investment division to which you have reallocated.

You generally may make a reallocation on any day the Exchange is open. At a future date we may limit the number of reallocations you may make, but never to fewer than one a month. If we do so, we will give you advance written notice. We may limit a beneficiary's ability to make a reallocation.

Here are examples of the effect of a reallocation on the income payment:

- Suppose you choose to reallocate 40% of your income payment supported by investment division A to the Fixed Income Option and the recalculated income payment supported by investment division A is \$100. Assume that the updated annuity purchase rate based on the AIR is \$125, while the updated annuity purchase rate based on fixed income annuity pricing is \$100. In that case, your income payment from the Fixed Income Option will be increased by $40 \times (\$125/\$100)$ or \$50, and your income payment supported by investment division A will be decreased by \$40. (The number of annuity units in investment division A will be decreased as well.)
- Suppose you choose to reallocate 40% of your income payment supported by investment division A to investment division B and the recalculated income payment supported by investment division A is \$100. Then, your income payment supported by investment division B will be increased by \$40 and your income payment supported by investment division A will be decreased by \$40. (Changes will also be made to the number of annuity units in both investment divisions as well.)

Please see the "Transfer Privilege" section regarding our market timing policies and procedures.

Charges

You pay the Standard Death Benefit Separate Account charge for your Contract class during the pay-out phase of the Contract except that the Separate Account charge during the pay-out phase for the B Plus Class is 1.25% (1.50% for amounts allocated to the American Funds Growth-Income or American Funds Global Small Capitalization funds). In addition, you pay the applicable investment-related charge during the pay-out phase of your Contract. During the pay-out phase, we reserve the right to deduct the \$30 Annual Contract Fee. If we do so, it will be deducted pro-rata from each income payment. The Separate Account charge you pay will not reduce the number of annuity units credited to you. Instead, we deduct the charges as part of the calculation of the Annuity Unit Value.

General Information

Administration

All transactions will be processed in the manner described below.

Purchase Payments

Send your purchase payments, by check, cashier's check or certified check, made payable to "MetLife," to the appropriate address below.

(We reserve the right to receive purchase payments by other means acceptable to us.)

Regular Mail

MetLife Preference Premier
PO Box 10342
Des Moines, IA 50306-0342

Express Mail

MetLife Preference Premier
4700 Westown Parkway, Suite 100
West Des Moines, IA 50266

We also permit purchase payments to be made directly from your personal checking account. We do not accept cash, money orders or traveler's checks. We will provide you with all necessary forms. We must have all documents in good order to credit your purchase payments. If you send your purchase payments or transaction requests to an address other than the one we have designated for receipt of such purchase payments or requests, we may return the purchase payment to you, or there may be delay in applying the purchase payment or transaction to your contract.

We reserve the right to refuse purchase payments made via a personal check in excess of \$100,000. Purchase payments over \$100,000 may be accepted in other forms, including but not limited to, EFT/wire transfers, certified checks, corporate checks, and checks written on financial institutions. The form in which we receive a purchase payment may determine how soon subsequent disbursement requests may be fulfilled.

Purchase payments (including any portion of your Account Value under a Contract which you apply to a pay-out option) are effective and valued as of the close of the Exchange on the day we receive them in good order at your Administrative Office, except when they are received:

- On a day when the Accumulation Unit Value/Annuity Unit Value is not calculated, or
- After the close of the Exchange.

In those cases, the purchase payments will be effective the next day the Accumulation Unit Value or Annuity Unit Value, as applicable, is calculated.

We reserve the right to credit your initial purchase payment to you within two days after its receipt at your Administrative Office or MetLife sales office, if applicable. However, if you fill out our forms incorrectly or incompletely or other documentation is not completed properly or otherwise not in good order, we have up to five business days to credit the payment. If the problem cannot be resolved by the fifth business day, we will notify you and give you the reasons for the delay. At that time, you will be asked whether you agree to let us keep your money until the problem is resolved. If you do not agree or we cannot reach you by the fifth business day, your money will be returned.

Confirming Transactions

You will receive a written statement confirming that a transaction was recently completed. Certain transactions made on a periodic basis, such as check-o-matic, Systematic Withdrawal Program payments, and automated investment strategy transfers, may be confirmed quarterly. Unless you inform us of any errors within 60 days of receipt, we will consider these communications to be accurate and complete.

Processing Transactions

We permit you to request transactions by mail, telephone and Internet. We may suspend or eliminate telephone or Internet privileges at any time, without prior notice. We reserve the right not to accept requests for transactions by facsimile.

If mandated by applicable law, including, but not limited to, federal anti-money laundering laws, we may be required to reject a purchase payment. We may also be required to block a Contract owner's account and, consequently, refuse to implement requests for transfers, withdrawals, surrenders or death benefits, until instructions are received from the appropriate governmental authority.

By Telephone or Internet

You may obtain information and initiate a variety of transactions by telephone or the Internet virtually 24 hours a day, 7 days a week, unless prohibited by state law. Some of the information and transactions accessible to you include:

- Account Value
- Unit Values
- Current rates for the Fixed Account
- Transfers
- Changes to investment strategies
- Changes in the allocation of future purchase payments.

Your transaction must be in good order and completed prior to the close of the Exchange on one of our business days if you want the transaction to be valued and effective on that day. Transactions will not be valued and effective on a day when the Accumulation or Annuity Unit Value is not calculated or after the close of the Exchange. We will value and make effective these transactions on our next business day.

We have put into place reasonable security procedures to insure that instructions communicated by telephone or Internet are genuine. For example, all telephone calls are recorded. Also, you will be asked to provide some personal data prior to giving your instructions over the telephone or through the Internet. When someone contacts us by telephone or Internet and follows our security procedures, we will assume that you are authorizing us to act upon those instructions. Neither the Separate Account nor MetLife will be liable for any loss, expense or cost arising out of any requests that we or the Separate Account reasonably believe to be authentic. In the unlikely event that you have trouble reaching us, requests should be made in writing to your Administrative Office.

Response times for the telephone or Internet may vary due to a variety of factors, including volumes, market conditions and performance of the systems. We are not responsible or liable for:

- any inaccuracy, error, or delay in or omission of any information you transmit or deliver to us; or
- any loss or damage you may incur because of such inaccuracy, error, delay or omission; non-performance; or any interruption of information beyond our control.

After Your Death

If we are presented in good order with notification of your death before any requested transaction is completed (including transactions under automated investment strategies), we will cancel the request and pay your beneficiary the death benefit instead. If the beneficiary is your spouse, the spouse may be substituted as the owner of the Contract and continue the Contract. We permit the beneficiary of a Traditional IRA Contract to hold the Contract in your name for his/her

benefit. If you are receiving income payments, we will cancel the request and continue making payments to your beneficiary if your income type so provides. Or, depending on the income type, we may continue making payments to a joint annuitant.

Misstatement

We may require proof of age or sex (where permitted) of the owner, annuitant or beneficiary before making any payments under this Contract that are measured by the owner's, annuitant's or beneficiary's life. If the age or sex (where permitted) of the measuring life has been misstated, the amount payable will be the amount that would have been provided at the correct age and sex (where permitted).

Once income payments have begun, any overpayments or underpayments will be made up in one sum with the next income payment in a manner agreed to by us. Any overpayments will be deducted first from future income payments. In certain states we may be required to pay interest on any underpayment.

Third Party Requests

Generally, we only accept requests for transactions or information from you. In addition, we reserve the right not to accept or to process transactions requested on your behalf by third parties. This includes processing transactions by an agent you designate, through a power of attorney or other authorization, who has the ability to control the amount and timing of transfers/reallocations for a number of other Contract owners and who simultaneously makes the same request or series of requests on behalf of other Contract owners.

Valuation — Suspension of Payments

We separately determine the Accumulation Unit Value and Annuity Unit Value, as applicable, for each investment division once each day when the Exchange is open for trading. If permitted by law, we may change the period between calculations but we will give you 30 days notice.

When you request a transaction, we will process the transaction using the next available Accumulation Unit Value or Annuity Unit Value. Subject to our procedure, we will make withdrawals and transfers/reallocations at a later date, if you request. If your withdrawal request is to elect a variable pay-out option under your Contract, we base the number of annuity units you receive on the next available Annuity Unit Value.

We reserve the right to suspend or postpone payment for a withdrawal or transfer/reallocation when:

- rules of the Securities and Exchange Commission so permit (trading on the Exchange is restricted, the Exchange is closed other than for customary weekend or holiday closings or an emergency exists which makes pricing or sale of securities not practicable); or
- during any other period when the Securities and Exchange Commission by order so permits.

Advertising Performance

We periodically advertise the performance of the investment divisions. You may get performance information from a variety of sources including your quarterly statements, your MetLife representative, the Internet, annual reports and semiannual reports. All performance numbers are based upon historical earnings. These numbers are not intended to indicate future results.

We may state performance in terms of "yield," "change in Accumulation Unit Value/Annuity Unit Value," "average annual total return" or some combination of these terms.

Yield is the net income generated by an investment in a particular investment division for 30 days or a month. These figures are expressed as percentages. This percentage yield is compounded semiannually; for the money market investment division, we state yield for a seven day period.

Change in Accumulation/Annuity Unit Value (“Non-Standard Performance”) is calculated by determining the percentage change in the value of an accumulation (or annuity) unit for a certain period. These numbers may also be annualized. Change in Accumulation/Annuity Unit Value may be used to demonstrate performance for a hypothetical investment (such as \$10,000) over a specified period. These performance numbers reflect the deduction of the Separate Account charges (with the Standard Death Benefit), the additional Separate Account charge for the American Funds Growth-Income and American Funds Global Small Capitalization investment divisions and the Annual Contract Fee; however, yield and change in Accumulation/Annuity Unit Value performance do not reflect the possible imposition of withdrawal charges and the charge for the Enhanced Death Benefit, the Earnings Preservation Benefit, Guaranteed Minimum Income Benefits or the Guaranteed Withdrawal Benefits. Withdrawal charges would reduce performance experience.

Average annual total return (“Standard Performance”) calculations reflect the Separate Account charge, the additional Separate Account charge for the American Funds Growth-Income and American Funds Global Small Capitalization investment divisions and the Annual Contract Fee and applicable withdrawal charges since the investment division inception date, which is the date the corresponding Portfolio or predecessor Portfolio was first offered under the Separate Account that funds the Contract. These figures also assume a steady annual rate of return. They assume that combination of optional benefits that would produce the greatest total Separate Account charge.

Performance figures will vary among the various classes of the Contracts and the investment divisions as a result of different Separate Account charges and withdrawal charges.

We may calculate performance for certain investment strategies including Equity Generator and each asset allocation model of the Index Selector. We calculate the performance as a percentage by presuming a certain dollar value at the beginning of a period and comparing this dollar value with the dollar value based on historical performance at the end of that period. We assume the Separate Account charge reflects the Standard Death Benefit. The information does not assume the charges for the Enhanced Death Benefit, the Earnings Preservation Benefit, Guaranteed Minimum Income Benefits or the Guaranteed Withdrawal Benefits. This percentage return assumes that there have been no withdrawals or other unrelated transactions.

For purposes of presentation of Non-Standard Performance, we may assume the Contracts were in existence prior to the inception date of the investment divisions in the Separate Account that funds the Contract. In these cases, we calculate performance based on the historical performance of the underlying Metropolitan Fund, Met Investors Fund and American Funds® Portfolios since the Portfolio inception date. We use the actual accumulation unit or annuity unit data after the inception date. Any performance data that includes all or a portion of the time between the Portfolio inception date and the investment division inception date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Contract had been introduced as of the Portfolio inception date.

We may also present average annual total return calculations which reflect all Separate Account charges and applicable withdrawal charges since the Portfolio inception date. We use the actual accumulation unit or annuity unit data after the inception date. Any performance data that includes all or a portion of the time between the Portfolio inception date and the investment division inception date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Contracts had been introduced as of the Portfolio inception date.

Past performance is no guarantee of future results.

We may demonstrate hypothetical future values of Account Values over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios. These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the weighted average of investment-related charges for all Portfolios to depict investment-related charges.

We may demonstrate hypothetical future values of Account Values for a specific Portfolio based upon the assumed rates of return previously described, the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the investment-related charges for the specific Portfolio to depict investment-related charges.

We may demonstrate the hypothetical historical value of each optional benefit for a specified period based on historical net asset values of the Portfolios and the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, the investment-related charge and the charge for the optional benefit being illustrated.

We may demonstrate hypothetical future values of each optional benefit over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, the weighted average of investment-related charges for all Portfolios to depict investment-related charges and the charge for the optional benefit being illustrated.

We may demonstrate hypothetical values of income payments over a specified period based on historical net asset values of the Portfolios and the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge, the investment-related charge and the Annual Contract Fee, if any.

We may demonstrate hypothetical future values of income payments over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the weighted average of investment-related charges for all Portfolios to depict investment-related charges.

Any illustration should not be relied on as a guarantee of future results.

Changes to Your Contract

We have the right to make certain changes to your Contract, but only as permitted by law. We make changes when we think they would best serve the interest of annuity contract owners or would be appropriate in carrying out the purposes of the Contract. If the law requires, we will also get your approval and the approval of any appropriate regulatory authorities. Examples of the changes we may make include:

- To operate the Separate Account in any form permitted by law.
- To take any action necessary to comply with or obtain and continue any exemptions under the law (including favorable treatment under the federal income tax laws) including limiting the number, frequency or types of transfers/reallocations permitted.
- To transfer any assets in an investment division to another investment division, or to one or more separate accounts, or to our general account, or to add, combine or remove investment divisions in the Separate Account.
- To substitute for the Portfolio shares in any investment division, the shares of another class of the Metropolitan Fund, the Met Investors Fund or the shares of another investment company or any other investment permitted by law.
- To make any necessary technical changes in the Contracts in order to conform with any of the above-described actions.

If any changes result in a material change in the underlying investments of an investment division in which you have a balance or an allocation, we will notify you of the change. You may then make a new choice of investment divisions. For Contracts issued in Pennsylvania, we will ask your approval before making any technical changes.

Voting Rights

Based on our current view of applicable law, you have voting interests under your Contract concerning Metropolitan Fund, Met Investors Fund or American Funds® proposals that are subject to a shareholder vote. Therefore, you are entitled to give us instructions for the number of shares which are deemed attributable to your Contract.

We will vote the shares of each of the underlying Portfolios held by the Separate Account based on instructions we receive from those having a voting interest in the corresponding investment divisions. However, if the law or the interpretation of the law changes, we may decide to exercise the right to vote the Portfolio's shares based on our own judgment.

You are entitled to give instructions regarding the votes attributable to your Contract in your sole discretion.

There are certain circumstances under which we may disregard voting instructions. However, in this event, a summary of our action and the reasons for such action will appear in the next semiannual report. If we do not receive your voting instructions, we will vote your interest in the same proportion as represented by the votes we receive from other investors. The effect of this proportional voting is that a small number of Contract owners may control the outcome of a vote. Shares of the Metropolitan Fund, the Met Investors Fund or the American Funds® that are owned by our general account or by any of our unregistered separate accounts will be voted in the same proportion as the aggregate of:

- The shares for which voting instructions are received, and
- The shares that are voted in proportion to such voting instructions.

However, if the law or the interpretation of the law changes, we may decide to exercise the right to vote the Portfolio's shares based on our judgment.

Who Sells the Contracts

MetLife Investors Distribution Company ("MLIDC") is the principal underwriter and distributor of the securities offered through this Prospectus. MLIDC, which is our affiliate, also acts as the principal underwriter and distributor of some of the other variable annuity contracts and variable life insurance policies we and our affiliated companies issue. We reimburse MLIDC for expenses MLIDC incurs in distributing the Contracts (e.g., commissions payable to the retail broker-dealers who sell the Contracts, including our affiliated broker-dealers). MLIDC does not retain any fees under the Contracts.

MLIDC's principal executive offices are located at 5 Park Plaza, Suite 1900, Irvine, CA 92614. MLIDC is registered as a broker-dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as well as the securities commissions in the states in which it operates, and is a member of the Financial Industry Regulatory Authority ("FINRA"). FINRA provides background information about broker-dealers and their registered representatives through FINRA Broker Check. You may contact the FINRA BrokerCheck Hotline at 1 800-289-9999, or log on to www.finra.org. An investor brochure that includes information describing FINRA BrokerCheck is available through the Hotline or on-line.

Contracts are sold through MetLife licensed sales representatives who are associated with MetLife Securities, Inc. ("MSI"), our affiliate and a broker-dealer, and through New England Financial® licensed sales representatives who are associated with New England Securities Corporation ("NES"), also our affiliate and a broker-dealer. Both broker-dealers are paid compensation for the promotion and sale of the Contracts. New England Financial® is the service mark for New England Life Insurance Company, Boston, Massachusetts, and related companies. The Contracts are also sold through the registered representatives of our other affiliated broker-dealers. MSI, NES and our affiliated broker-dealers are registered

with the SEC as broker-dealers under the Securities Exchange Act of 1934 and are also members of FINRA. The Contracts may also be sold through other registered broker-dealers. We also may sell the Contracts directly, without compensation, to sales representatives, to employees, officers, directors, and trustees of MetLife and its affiliated companies, and certain family members of the foregoing, and to employees, officers, directors, trustees and registered representatives of any broker-dealer authorized to sell the Contracts or any bank affiliated with such a broker-dealer and of any investment adviser or subadviser to the Portfolios, and certain family members of the foregoing. If consistent with applicable state insurance law, we may sell the Contracts, without compensation, to MetLife or its affiliated companies for use with deferred compensation plans for agents, employees, officers, directors, and trustees of MetLife and its affiliated companies, subject to any restrictions imposed by the terms of such plans, or to persons who obtain their Contracts through a bank, adviser or consultant to whom they pay a fee for investment or planning advice. Contracts also may be sold through the mail or over the Internet.

There is no front-end sales load deducted from purchase payments to pay sales commissions. Distribution costs are recovered through the charges and deductions under the Contract. New England Financial® sales representatives and MetLife sales representatives who are not in our MetLife Resources division (“non-MetLife Resources MetLife sales representatives”) must meet a minimum level of sales of proprietary products in order to maintain employment with us. Sales representatives in our MetLife Resources division must meet a minimum level of sales production in order to maintain employment with us.

New England Financial® sales representatives, non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives receive cash payments for the products they sell and service based upon a ‘gross dealer concession’ model. With respect to the Contract, the gross dealer concession ranges from 1.0% to 7.15% of each purchase payment (depending on the class purchased) and, starting as early as the second Contract Year, ranges from 0.00% to 1.00% (depending on the class purchased) of the Account Value each year the Contract is in force for servicing the Contract. Gross dealer concession may also be paid when the Contract is annuitized. The amount of this gross dealer concession payable upon annuitization depends on several factors, including the number of years the Contract has been in force. Compensation to the sales representative is all or part of the gross dealer concession. Compensation to sales representatives in the MetLife Resources division is based upon premiums and purchase payments applied to all products sold and serviced by the representative. Compensation to New England Financial® sales representatives and non-MetLife Resources MetLife sales representatives is determined based upon a formula that recognizes premiums and purchase payments applied to proprietary products sold and serviced by the representative as well as certain premiums and purchase payments applied to non-proprietary products sold by the representative. Proprietary products are those issued by us or our affiliates. Because one of the factors determining the percentage of gross dealer concession that applies to New England Financial® sales representatives and non-MetLife Resources MetLife sales representative’s compensation is sales of proprietary products, these sales representatives have an incentive to favor the sale of proprietary products. Because New England Financial® sales representatives and non-MetLife Resources MetLife sales managers’ compensation is based on the sales made by the representatives they supervise, these sales managers also have an incentive to favor the sales of proprietary products.

New England Financial® sales representatives, non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives and their managers and the sales representatives and managers of our affiliates may be eligible for additional cash compensation, such as bonuses, equity awards (such as stock options), training allowances, supplemental salary, financial arrangements, marketing support, medical and other insurance benefits, and retirement benefits and other benefits based primarily on the amount of proprietary products sold. Because additional cash compensation paid to New England Financial® sales representatives and non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives and their managers and the sales representatives and their managers of our affiliates is based primarily on the sales of proprietary products, New England Financial® sales representatives and non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives and their managers and the sales representatives and their managers of our affiliates have an incentive to favor the sale of proprietary products.

Sales representatives who meet certain productivity, persistency, and length of service standards and/or their managers may be eligible for additional cash compensation. Moreover, managers may be eligible for additional cash compensation based on the sales production of the sales representatives that the manager supervises.

Our sales representatives and their managers may be eligible for non-cash compensation incentives, such as conferences, trips, prizes and awards. Other non-cash compensation payments may be made for other services that are not directly related to the sale of products. These payments may include support services in the form of recruitment and training of personnel, production of promotional services and other support services.

Other incentives and additional cash compensation provide sales representatives and their managers with an incentive to favor the sale of proprietary products. The business unit responsible for the operation of our distribution system is also paid.

MLIDC also pays compensation for the sale of the Contracts by other affiliated broker-dealers. The compensation paid to other affiliated broker-dealers for sales of the Contracts is generally not expected to exceed, on a present value basis, the aggregate amount of total compensation that is paid with respect to sales made through New England Financial® and MetLife representatives. (The total compensation includes payments that we make to our business unit that is responsible for the operation of the distribution systems through which the Contracts are sold.) These firms pay their sales representatives all or a portion of the commissions received for their sales of Contracts; some firms may retain a portion of commissions. The amount that selling firms pass on to their sales representatives is determined in accordance with their internal compensation programs. Those programs may also include other types of cash and non-cash compensation and other benefits. Sales representatives of other affiliated broker-dealers and their managers may be eligible for various cash benefits and non-cash compensation (as described above) that we may provide jointly with other affiliated broker-dealers. Because of the receipt of this cash and non-cash compensation, sales representatives and their managers of our other affiliated broker-dealers have an incentive to favor the sale of proprietary products.

MLIDC may also enter into preferred distribution arrangements with certain other affiliated selling firms such as Walnut Street Securities, Inc. and Tower Square Securities, Inc. These arrangements are sometimes called “shelf space” arrangements. Under these arrangements, MLIDC may pay separate, additional compensation to the broker-dealer firm for services the selling firm provides in connection with the distribution of the Contracts.

These services may include providing us with access to the distribution network of the selling firm, the hiring and training of the selling firm's sales personnel, the sponsoring of conferences and seminars by the selling firm, or general marketing services performed by the selling firm. The selling firm may also provide other services or incur other costs in connection with distributing the Contracts.

MLIDC also pays compensation for the sale of Contracts by unaffiliated broker-dealers. The compensation paid to unaffiliated broker-dealers for sales of the Contracts is generally not expected to exceed, on a present value basis, the aggregate amount of total compensation that is paid with respect to sales made through New England Financial® and MetLife representatives. (The total compensation includes payments that we make to our business unit that is responsible for the operation of the distribution systems through which the Contracts are sold.) Broker-dealers pay their sales representatives all or a portion of the commissions received for their sales of the Contracts. Some firms may retain a portion of commissions. The amount that the broker-dealer passes on to its sales representatives is determined in accordance with its internal compensation programs. Those programs may also include other types of cash and non-cash compensation and other benefits. We and our affiliates may also provide sales support in the form of training, sponsoring conferences, defraying expenses at vendor meetings, providing promotional literature and similar services. An unaffiliated broker-dealer or sales representative of an unaffiliated broker-dealer may receive different compensation for selling one product over another and/or may be inclined to favor one product provider over another product provider due to differing compensation rates. Ask your sales representative further information about what your sales representative and the broker-dealer for which he or she works may receive in connection with your purchase of a Contract.

We or our affiliates pay American Funds Distributors, Inc., principal underwriter for the American Funds Insurance Series®, a percentage of all purchase payments allocated to the American Funds Global Small Capitalization Fund and the American Funds Growth-Income Fund for services it provides in marketing the Fund's shares in connection with the Contract.

Financial Statements

Our financial statements and the financial statements of the Separate Account have been included in the SAI.

When We Can Cancel Your Contract

We may cancel your Contract only if we do not receive any purchase payments from you for 24 consecutive months (36 consecutive months in New York State) and your Account Value is less than \$2,000. Accordingly, no Contract will be terminated due solely to negative investment performance. We will only do so to the extent allowed by law. If we do so, we will return the full Account Value. Federal tax law may impose additional restrictions on our right to cancel your Traditional IRA or Roth IRA Contract.

Income Taxes

The following information on taxes is a general discussion of the subject. It is not intended as tax advice. The Internal Revenue Code (“Code”) is complex and subject to change regularly. Failure to comply with the tax law may result in significant adverse tax consequences and IRS penalties. Consult your own tax advisor about your circumstances, any recent tax developments, and the impact of state income taxation. For purposes of this section, we address Contracts and income payments under the Contracts together.

You are responsible for determining whether your purchase of a Contract, withdrawals, income payments and any other transactions under your Contract satisfy applicable tax law.

Where otherwise permitted under the Contract, the transfer of ownership of a Contract, the designation or change in designation of an annuitant, payee or other beneficiary who is not also a Contract owner, the selection of certain maturity dates, the exchange of a Contract, or the receipt of a Contract in an exchange, may result in income tax and other tax consequences, including additional withholding, estate tax, gift tax and generation skipping transfer tax, that are not discussed in this Prospectus. The SAI may contain additional information. Please consult your tax adviser.

Puerto Rico Tax Considerations

The Puerto Rico Internal Revenue Code of 1994 (the “1994 Code”) taxes distributions from non-qualified annuity contracts differently than in the U.S. Distributions that are not in the form of an annuity (including partial surrenders and period certain payments) are treated under the 1994 Code first as a return of investment. Therefore, a substantial portion of the amounts distributed generally will be excluded from gross income for Puerto Rico tax purposes until the cumulative amount paid exceeds your tax basis. The amount of income on annuity distributions (payable over your lifetime) is also calculated differently under the 1994 Code. Since U.S. source income generated by a Puerto Rico bona fide resident is subject to U.S. income tax the Internal Revenue Service issued guidance in 2004 which indicated that the income from an annuity contract issued by a U.S. life insurer would be considered U.S. source income, the timing of recognition of income from an annuity contract could vary between the two jurisdictions. Although the 1994 Code provides a credit against the Puerto Rico income tax for U.S. income taxes paid, an individual may not get full credit because of the timing differences. You should consult with a personal tax adviser regarding the tax consequences of purchasing an annuity contract and/or any proposed distribution, particularly a partial distribution or election to annuitize.

Annuity purchases by nonresident aliens and foreign corporations

Purchasers that are not U.S. citizens or residents will generally be subject to U.S. federal withholding tax on taxable distributions from annuity contracts at a 30% rate, unless a lower treaty rate applies. In addition, purchasers may be subject to state and/or municipal taxes and taxes that may be imposed by the purchaser’s country of citizenship or residence. Prospective purchasers are advised to consult with a qualified tax adviser regarding U.S. state and foreign taxation with respect to purchasing an annuity contract.

MetLife does not expect to incur federal, state or local income taxes on the earnings or realized capital gains attributable to the Separate Account. However, if we do incur such taxes in the future, we reserve the right to charge amounts allocated to the Separate Account for these taxes.

To the extent permitted under federal tax law, we may claim the benefit of the corporate dividends received deduction and of certain foreign tax credits attributable to taxes paid by certain of the Portfolios to foreign jurisdictions.

General

The Contracts are a means of setting aside money for future needs- usually retirement. Congress recognizes how important saving for retirement is and has provided special rules in the Code.

All IRAs receive tax deferral under the Code. Although there are no additional tax benefits by funding your IRA with an annuity, it does offer you additional insurance benefits such as availability of a guaranteed income for life.

Under current federal income tax law, the taxable portion of distributions and withdrawals from variable annuity contracts are subject to ordinary income tax and are not eligible for the lower tax rates that apply to long term capital gains and qualifying dividends.

Withdrawals

When money is withdrawn from your Contract (whether by you or your beneficiary), the amount treated as taxable income and taxed as ordinary income differs depending on the type of annuity you purchase (e.g., Non-Qualified or IRA); and payment method or income payment type you elect. If you meet certain requirements, your Roth IRA earnings are free from federal income taxes.

We will withhold a portion of the amount of your withdrawal for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code.

Withdrawals Before Age 59½

Because these products are intended for retirement, if you make a taxable withdrawal before age 59½ you may incur a 10% tax penalty, in addition to ordinary income taxes. Also, please see the section below titled Separate Account Charges for further information regarding withdrawals.

As indicated in the chart below, some taxable distributions prior to age 59½ are exempt from the penalty. Some of these exceptions include amounts received:

	Type of Contract		
	Non Qualified	Trad. IRA	Roth IRA
In a series of substantially equal payments made annually (or more frequently) for life or life expectancy (SEPP)	x	x	x
After you die	x	x	x
After you become totally disabled (as defined in the Code)	x	x	x
To pay deductible medical expenses		x	x
To pay medical insurance premiums if you are unemployed		x	x
For qualified higher education expenses, or		x	x
For qualified first time home purchases up to \$10,000		x	x
After December 31, 1999 for IRS levies		x	x
Certain immediate income annuities providing a series of substantially equal periodic payments made annually (or more frequently) over the specified payment period	x		

Systematic Withdrawal Program for Substantially Equal Periodic Payments (SEPP) and Income Options

If you are considering using the Systematic Withdrawal Program or selecting an income option for the purpose of meeting the SEPP exception to the 10% tax penalty, consult with your tax adviser. It is not clear whether certain withdrawals or income payments under a variable annuity will satisfy the SEPP exception.

If you receive systematic payments that you intend to qualify for the SEPP exception, any modifications (except due to death or disability) to your payment before age 59½ or within five years after beginning SEPP payments, whichever is

later, will result in the retroactive imposition of the 10% penalty with interest. Such modifications may include additional purchase payments or withdrawals (including tax-free transfers or rollovers of income payments) from the Contract.

Separate Account Charges

It is conceivable that the charges for certain benefits such as any of the guaranteed death benefits (including but not limited to the Earnings Preservation Benefit) and certain living benefits (e.g. Guaranteed Withdrawal Benefit and the Guaranteed Minimum Income Benefit) could be considered to be taxable each year as deemed distributions from the Contract to pay for non-annuity benefits. We currently treat these charges as an intrinsic part of the annuity contract and do not report these as taxable income. However, it is possible that this may change in the future if we determine that this is required by the IRS. If so, the charge could also be subject to a 10% penalty tax if the taxpayer is under age 59 ½.

Non-Qualified Annuities

- Purchase payments to Non-Qualified contracts are on an “after-tax” basis, so you only pay income taxes on your earnings. Generally, these earnings are taxed when received from the Contract.
- Under the Code, withdrawals need not be made by a particular age. However, it is possible that the Internal Revenue Service may determine that the Contract must be surrendered or income payments must commence by a certain age (e.g., 85 or older) or your Contract may require that you commence payments by a certain age.
- Your Non-Qualified contract may be exchanged for another Non-Qualified annuity or a qualified long term care contract under Section 1035 without paying income taxes if certain Code requirements are met. Once income payments have commenced, you may not be able to transfer withdrawals to another non-qualified annuity contract or a qualified long term care contract in a tax-free Section 1035 exchange.
- The IRS recently issued guidance under which direct transfers of less than the entire account value from one non-qualified annuity to another non-qualified annuity (“partial exchanges”) on or after June 30, 2008, may be treated as a taxable withdrawal rather than a non-taxable exchange under certain circumstances. Such circumstances generally include situations where amounts are withdrawn or income payments are made from either contract involved in the partial exchange within a period of twelve months following transfers. Certain exception may apply. It is not clear whether this guidance applies to a partial exchange involving qualified long term care contracts. Consult your own independent tax advisor prior to a partial exchange.
- Consult your tax adviser prior to changing the annuitant or prior to changing the date you determine to commence income payments if permitted under the terms of your Contract. It is conceivable that the IRS could consider such actions to be a taxable exchange of annuity contracts.
- Where otherwise permitted under the Contract, pledges, assignments and other types of transfers of all or a portion of your Account Value generally result in the immediate taxation of the gain in your Contract. This rule may not apply to certain transfers between spouses.
- Contracts issued after October 21, 1988 by the same insurance company or affiliates to an owner in the same year are combined for tax purposes. As a result, a greater portion of your withdrawals may be considered taxable income than you would otherwise expect.
- When a non-natural person owns a Non-Qualified contract, the annuity will generally not be treated as an annuity for tax purposes and thus loses the benefit of tax deferral. Corporations and certain other entities are generally considered non-natural persons. However, an annuity owned by a non-natural person as agent for an individual will be treated as an annuity for tax purposes.
- In those limited situations where the annuity is beneficially owned by a non-natural person and the annuity qualifies as such for federal income tax purposes, the entity may have a limited ability to deduct interest expenses. Certain income annuities under Section 72(u)(4) of the Code purchased with a single payment consisting of substantially equal periodic payments with an annuity starting date within 12 months of purchase may also be considered annuities for federal income tax purposes where owned by a non-natural person.

Purchase Payments

Although the Code does not limit the amount of your purchase payments, your Contract may limit them.

Partial and Full Withdrawals

Generally, when you (or your beneficiary in the case of a death benefit) make a partial withdrawal from your Non-Qualified annuity, the Code treats such a partial withdrawal as: first coming from earnings (and thus subject to income tax); and then from your purchase payments (which are not subject to income tax). This rule does not apply to payments made pursuant to an income pay-out option under your Contract. In the case of a full withdrawal, the withdrawn amounts are treated as first coming from your non-taxable return of purchase payment and then from a taxable payment of earnings.

Generally, once the total amount treated as a return of your purchase payment equals the amount of such purchase payment (reduced by any refund or guarantee feature as required by federal tax law), all remaining withdrawals are fully taxable. If you die before the purchase payment is returned, the unreturned amount may be deductible on your final income tax return or deductible by your beneficiary if income payments continue after your death. We will tell you what your purchase payment was and whether a withdrawal includes a non-taxable return of your purchase payment.

Income Payments

Income payments are subject to an “exclusion ratio” or “excludable amount” which determines how much of each payment is treated as: a non-taxable return of your purchase payments and a taxable payment of earnings.

Income payments and amounts received on the exercise of a withdrawal or partial withdrawal option under your Non-Qualified Annuity may not be transferred in a tax-free exchange into another annuity contract or qualified long term care contract. In accordance with our procedures, such amounts will instead be taxable under the rules for income payment or withdrawals, whichever is applicable.

Generally, once the total amount treated as a return of your purchase payment equals the amount of such purchase payment (reduced by any refund or guarantee feature as required by federal tax law), all remaining income payments are fully taxable. If you die before the purchase payment is returned, the unreturned amount may be deductible on your final income tax return or deductible by your beneficiary if income payments continue after your death. We will tell you what your purchase payment was and to what extent an income payment includes a non-taxable return of your purchase payment.

The IRS has not approved the use of an exclusion ratio or excludable amount when only part of an Account Value is used to convert to income payments.

We will treat the application of less than your entire Account Value under a Non-Qualified Contract to a pay-out option (taking an income annuity) as a taxable withdrawal for federal income tax purposes and also as subject to the 10% penalty tax (if you are under age 59 ½) in addition to ordinary income tax. We will then treat the amount of the withdrawal as the purchase price of an income annuity and tax report the income payments received under the rules for variable income annuities. Consult your tax attorney prior to partially annuitizing your Contract.

The IRS has not specifically approved the use of a method to calculate an excludable amount with respect to a variable income annuity where transfers/ reallocations are permitted between investment divisions or from an investment division into a fixed option.

We generally will tell you how much of each income payment is a return of non-taxable purchase payments. We will determine such excludable amount for each income payment under the Contract as a whole by using the rules applicable to variable income payments in general (*i.e.*, by dividing your after-tax purchase price, as adjusted for any refund or

guarantee feature by the number of expected income payments from the appropriate IRS table). However, it is possible that the IRS could conclude that the taxable portion of income payments under a Non-Qualified Contract is an amount greater (or lesser) than the taxable amount determined by us and reported by us to you and the IRS.

Generally, once the total amount treated as a non-taxable return of your purchase payment equals your purchase payment, then all remaining payments are fully taxable. We will withhold a portion of the taxable amount of your income payment for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code.

If the amount of income payments received in any calendar year is less than the excludable amount applicable to the year, the excess is not allowable as a deduction. However, you may generally elect the year in which to begin to apply this excess ratably to increase the excludable amount attributable to future years. Consult your tax advisor as to the details and consequences of making such election. Also, consult your tax advisor as to the tax treatment of any unrecovered after-tax cost in the year that the Contract terminates.

Death Benefits

The death benefit under an annuity is generally taxable to the recipient in the same manner as if paid to the contract owner (under the rules for withdrawals or income payments, whichever is applicable).

If you die before the annuity starting date, as defined under Treasury Regulations, payments must begin for a period and in a manner allowed by the Code (and any regulations thereunder) to your beneficiary within one year of the date of your death or, if not, payment of your entire interest in the Contract must be made within five years of the date of your death. If your spouse is your beneficiary, he or she may elect to continue as owner of the Contract.

If you die on or after the annuity starting date, as defined under Treasury Regulations, payments must continue to be made at least as rapidly as before your death in accordance with the income type selected.

If you die before all purchase payments are returned, the unreturned amount may be deductible on your final income tax return or excluded from income by your beneficiary if income payments continue after your death.

In the case of joint contract owners, the above rules will be applied on the death of any contract owner.

Where the contract owner is not a natural person, these rules will be applied on the death of any annuitant (or on the change in annuitant, if permitted under the Contract).

If death benefit payments are being made to your designated beneficiary and he/she dies prior to receiving the entire remaining interest in the Contract, such remaining interest will be paid out at least as rapidly as under the distribution method being used at the time of your designated beneficiary's death.

After your death, if your designated beneficiary dies prior to electing a method for the payment of the death benefit, the remaining interest in the Contract will be paid out in a lump sum. In all cases, such payments will be made within five years of the date of your death.

Guaranteed Withdrawal Benefits

If you have purchased the Enhanced Guaranteed Withdrawal Benefit or Lifetime Withdrawal Guarantee benefit, where otherwise made available, note the following:

The tax treatment of withdrawals under such a benefit is uncertain. It is conceivable that the amount of potential gain could be determined based on the remaining amounts guaranteed to be available for withdrawal at the time of the withdrawal if greater than the Account Value (prior to withdrawal charges). This could result in a greater amount of

taxable income in certain cases. In general, at the present time, MetLife intends to report such withdrawals using the Account Value rather than the remaining benefit to determine gain. However, in cases where the maximum permitted withdrawal in any year under any version of the Guaranteed Withdrawal Benefit exceeds the Account Value, the portion of the withdrawal treated as taxable gain (not to exceed the amount of the withdrawal) should be measured as the difference between the maximum permitted withdrawal amount under the benefit and the remaining after-tax basis immediately preceding the withdrawal.

In the event that the Account Value goes to zero, and either the Remaining Guaranteed Withdrawal Amount is paid out in fixed installments or the Annual Benefit Payment is paid for life, we will treat such payments as income annuity payments under tax law and allow recovery of any remaining basis ratably over the expected number of payments.

MetLife reserves the right to change its tax reporting practices where we determine that it is not in accordance with IRS guidance (whether formal or informal).

Diversification

In order for your Non-Qualified Contract to be considered an annuity contract for federal income tax purposes, we must comply with certain diversification standards with respect to the investments underlying the Contract. We believe that we satisfy and will continue to satisfy these diversification standards. Inadvertent failure to meet these standards may be correctable. Failure to meet these standards would result in immediate taxation to contract owners of gains under their Contract.

Investor Control

In certain circumstances, owners of variable annuity contracts have been considered to be the owners of the assets of the underlying Separate Account for federal income tax purposes due to their ability to exercise investment control over those assets. When this is the case, the Contract owners have been currently taxed on income and gains attributable to the variable account assets. There is little guidance in this area, and some features of the Contract, such as the number of funds available and the flexibility of the contract owner to allocate premium payments and transfer amounts among the funding options have not been addressed in public rulings. While we believe that the contract does not give the Contract owner investment control over Separate Account assets, we reserve the right to modify the Contract as necessary to prevent a contract owner from being treated as the owner of the Separate Account assets supporting the Contract.

Changes to tax rules and interpretations

Changes in applicable tax rules and interpretations can adversely affect the tax treatment of your Contract. These changes may take effect retroactively. Examples of changes that could create adverse tax consequences include:

- Possible taxation of transfers/reallocations between investment divisions or transfers/reallocations from an investment division to the Fixed Account or Fixed Income Option.
- Possible taxation as if you were the contract owner of your portion of the Separate Account's assets.
- Possible limits on the number of funding options available or the frequency of transfers/reallocations among them.

We reserve the right to amend your Contract where necessary to maintain its status as a variable annuity contract under federal tax law and to protect you and other contract owners in the investment divisions from adverse tax consequences.

Individual Retirement Annuities

Traditional IRA and Roth IRA

The sale of a Contract for use with an IRA may be subject to special disclosure requirements of the IRS. Purchasers of a Contract for use with IRAs will be provided with supplemental information required by the IRS or other appropriate agency. A Contract issued in connection with an IRA may be amended as necessary to conform to the requirements of the Code.

IRA Contracts may not invest in life insurance. The Contract offers death benefits and optional benefits that in some cases may exceed the greater of the purchase payments or the Account Value which could conceivably be characterized as life insurance.

Consult your tax adviser prior to the purchase of the Contract as a Traditional IRA or Roth IRA.

Generally, except for Roth IRAs, IRAs can accept deductible (or pre-tax) purchase payments. Deductible or pre-tax purchase payments will be taxed when distributed from the Contract.

You must be both the contract owner and the annuitant under the Contract. Your IRA annuity is not forfeitable and you may not transfer, assign or pledge it to someone else. You are not permitted to borrow from the Contract. You can transfer your IRA proceeds to a similar IRA, certain eligible retirement plans of an employer (or a SIMPLE IRA to a Traditional IRA or eligible retirement plan after two years of participation in your employer's SIMPLE IRA plan) without incurring federal income taxes if certain conditions are satisfied.

Traditional IRA Annuities

Purchase Payments

Purchase payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which you attain age 69 ½.

Except for permissible rollovers and direct transfers, purchase payments to Traditional and Roth IRAs for individuals under age 50 are limited to the lesser of 100% of compensation or the deductible amount established each year under the Code. A purchase payment up to the deductible amount can also be made for a non-working spouse provided the couple's compensation is at least equal to their aggregate contributions. See the SAI for additional information. Also, see IRS Publication 590 available at www.irs.gov.

- Individuals age 50 or older can make an additional “catch-up” purchase payment (assuming the individual has sufficient compensation).
- If you are an active participant in a retirement plan of an employer, your contributions may be limited.
- Purchase payments in excess of these amounts may be subject to a penalty tax.
- These age and dollar limits do not apply to tax-free rollovers or transfers from other IRAs or other eligible retirement plans.
- If certain conditions are met, you can change your Traditional IRA purchase payment to a Roth IRA before you file your income tax return (including filing extensions).

Withdrawals and Income Payments

Withdrawals (other than tax free transfers or rollovers to other individual retirement arrangements or eligible retirement plans) and income payments are included in income except for the portion that represents a return of non-deductible purchase payments. This portion is generally determined based on a ratio of all non-deductible purchase payments to the total values of all your Traditional IRAs. We will withhold a portion of the taxable amount of your withdrawal for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code. Also see general section titled “Withdrawals” above.

Minimum Distribution Requirements for IRAs

Generally, for IRAs (see discussion below for Roth IRAs), you must begin receiving withdrawals by April 1 of the calendar year following the year in which you reach age 70 ½. Complex rules apply to the calculation of these withdrawals. A tax

penalty of 50% applies to withdrawals which should have been taken but were not. It is not clear whether income payments under a variable annuity will satisfy these rules. Consult your tax adviser prior to choosing a pay-out option.

You (and after your death, your designated beneficiaries) generally do not have to take the required minimum distribution ("RMD") for 2009. If your first RMD would have been due by April 1, 2010, you are not required to take such distribution; however, your 2010 RMD is due by December 31, 2010. For after-death RMDs, the five year rule is applied without regard to calendar year 2009. For instance, for a Contract owner who died in 2007, the five year period would end in 2013 instead of 2012. This RMD waiver does not apply if you are receiving annuitized payments under your contract. The RMD rules are complex, so consult with your tax adviser because the application of these rules to your particular circumstances may have been impacted by the 2009 RMD waiver.

In general, income tax regulations permit income payments to increase based not only with respect to the investment experience of the underlying funds but also with respect to actuarial gains. Additionally, these regulations permit payments under income annuities to increase due to a full withdrawal or to a partial withdrawal under certain circumstances.

The regulations also require that, beginning for the 2006 distribution year, the value of all benefits under a Contract including death benefits in excess of cash value must be added to the account value in computing the amount required to be distributed over the applicable period. The new rules are not entirely clear and you should consult your own tax advisors as to how these rules affect your own Contract. We will provide you with additional information regarding the amount that is subject to minimum distribution under this new rule.

If you intend to receive your minimum distributions which are payable over the joint lives of you and a beneficiary who is not your spouse (or over a period not exceeding the joint life expectancy of you and your non-spousal beneficiary), be advised that federal tax rules may require that payments be made over a shorter period or may require that payments to the beneficiary be reduced after your death to meet the minimum distribution incidental benefit rules and avoid the 50% excise tax. Under federal tax rules, a same-sex spouse is treated as a non-spouse beneficiary. Consult your tax advisor.

Death Benefits

The death benefit is taxable to the recipient in the same manner as if paid to the contract owner (under the rules for withdrawals or income payments, whichever is applicable).

Generally, if you die before required minimum distribution withdrawals have begun, we must make payment of your entire interest by December 31st of the year that is the fifth anniversary of your death or begin making payments over a period and in a manner allowed by the Code to your beneficiary by December 31st of the year after your death. Consult your tax adviser because the application of these rules to your particular circumstances may have been impacted by the 2009 RMD waiver (see Minimum Distribution Requirements for IRAs section for additional information).

If your spouse is your beneficiary, and your Contract permits, your spouse may delay the start of these payments until December 31 of the year in which you would have reached age 70 ½. Alternatively, if your spouse is your beneficiary, he or she may elect to continue as "contract owner" of the Contract.

If you die after required distributions begin, payments of your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

If the Contract is issued in your name after your death for the benefit of your designated beneficiary with a purchase payment which is directly transferred to the Contract from another IRA account or IRA annuity you owned, the death benefit must continue to be distributed to your beneficiary's beneficiary in a manner at least as rapidly as the method of distribution in effect at the time of your beneficiary's death.

Roth IRA Annuities

General

Roth IRAs are different from other IRAs because you have the opportunity to enjoy tax-free earnings. However, you can only make after-tax purchase payments to a Roth IRA.

Purchase Payments

Roth IRA purchase payments for individuals under age 50 are non-deductible and are limited, in a manner similar to IRAs, to the lesser of 100% of compensation or the annual deductible IRA amount. This limit includes contributions to all your Traditional and Roth IRAs for the year. Individuals age 50 or older can make an additional “catch- up” purchase payment each year (assuming the individual has sufficient compensation).

You may contribute up to the annual purchase payment limit if your modified adjusted gross income does not exceed certain limits. Purchase payments are phased out depending on your modified adjusted gross income and your filing status. See the SAI for additional information. Also, see IRS Publication 590 available at www.irs.gov.

Further, with respect to Traditional IRA amounts which were converted to a Roth IRA, such conversion must have occurred at least five years prior to purchase of this Contract. Consult your independent tax advisor.

Annual purchase payments limits do not apply to a rollover from a Roth IRA to another Roth IRA or a conversion from a Traditional IRA to a Roth IRA. You can contribute to a Roth IRA after age 70 ½. If certain conditions are met, you can change your Roth IRA contribution to a Traditional IRA before you file your income return (including filing extensions).

Beginning in 2008, Roth IRAs may also accept a rollover from other types of eligible retirement plans (e.g., 403(b), 401(a) and 457(b) plans of a state or local government employer) if Code requirements are met. The taxable portion of the proceeds are subject to income tax in the year the rollover distribution occurs.

If you exceed the purchase payment limits you may be subject to a tax penalty.

Withdrawals

Generally, withdrawals of earnings from Roth IRAs are free from federal income tax if they meet the following two requirements:

- The withdrawal is made at least five taxable years after your first purchase payment to a Roth IRA, AND
- The withdrawal is made: on or after the date you reach age 59 ½; upon your death or disability; or for a qualified first-time home purchase (up to \$10,000).

Withdrawals of earnings which do not meet these requirements are taxable and a 10% penalty tax may apply if made before age 59 ½. See withdrawals chart above. Consult your tax adviser to determine if an exception applies.

Withdrawals from a Roth IRA are made first from purchase payments and then from earnings. Generally, you do not pay income tax on withdrawals of purchase payments. However, withdrawals of the taxable amounts converted from a non-Roth IRA prior to age 59 ½ will be subject to the 10% penalty tax (unless you meet an exception) if made within 5 taxable years of such conversion. See withdrawals chart above.

The order in which money is withdrawn from a Roth IRA is as follows (all Roth IRAs owned by a taxpayer are combined for withdrawal purposes):

- The first money withdrawn is any annual (non-conversion/rollover) contributions to the Roth IRA. These are received tax and penalty free.

- The next money withdrawn is from conversion/rollover contributions from a non-Roth IRA or an eligible retirement plan (other than a designated Roth account), on a first-in, first-out basis. For these purposes, distributions are treated as coming first from the portion of the conversion/rollover contribution that was subject to income tax as a result of the conversion. As previously discussed, depending upon when it occurs, withdrawals of the taxable amounts converted may be subject to a penalty tax, or result in the acceleration of inclusion of income.
- The next money withdrawn is from earnings in the Roth IRA. This is received tax-free if it meets the requirements previously discussed; otherwise it is subject to federal income tax and an additional 10% penalty tax may apply if you are under age 59 ½.
- We may be required to withhold a portion of your withdrawal for income taxes, unless you elect otherwise. The amount will be determined by the Code.

Conversion

You may convert/rollover a Traditional IRA or an eligible retirement plan (other than a designated Roth account) to a Roth IRA.

Except to the extent you have non-deductible contributions, the amount converted from an existing IRA or eligible retirement plan (other than a designated Roth account) into a Roth IRA is taxable. Generally, the 10% withdrawal penalty does not apply to conversions/rollovers. (See exception discussed previously.)

For conversions occurring in 2010, the taxable amount distributed (or treated as distributed) in 2010 and then converted into a Roth IRA may be included in your taxable income ratably over 2011 and 2012 and does not have to be included in your taxable income in 2010.

Caution: The IRS issued guidance in 2005 requiring that the taxable amount converted be based on the fair market value of the entire IRA annuity contract being converted or redesignated into a Roth IRA. Such fair market value, in general, is to be determined by taking into account the value of all benefits (both living benefits and death benefits) in addition to the Account Value; as well as adding back certain loads and charges incurred during the prior 12-month period. Your Contract may include such benefits, and applicable charges. Accordingly, taxpayers considering redesignating a Traditional IRA annuity into a Roth IRA annuity should consult their own tax advisor prior to converting. The taxable amount may exceed the account value at date of conversion.

Amounts converted from a Traditional IRA or eligible retirement plan (other than a designated Roth account) to a Roth IRA generally will be subject to income tax withholding. The amount withheld is determined by the Code.

If you mistakenly convert or otherwise wish to change your Roth IRA contribution to a Traditional IRA contribution, the tax law allows you to reverse your conversion provided you do so before you file your tax return for the year of the contribution and if certain conditions are met.

Required Distributions

Required minimum distribution rules that apply to other types of IRAs while you are alive do not apply to Roth IRAs. However, in general, the same rules with respect to minimum distributions required to be made to a beneficiary after your death under Traditional IRAs do apply to Roth IRAs. Note, as previously mentioned, certain required minimum distributions are waived for 2009.

Note that where payments under a Roth Income Annuity have begun prior to your death the remaining interest in the Contract must be paid to your designated beneficiary by the end of the fifth year following your death or over a period no longer than the beneficiary's remaining life expectancy at the time you die.

Death Benefits

Generally, when you die we must make payment of your entire interest by the December 31st of the year that is the fifth anniversary of your death or begin making payments over a period and in a manner allowed by the Code to your beneficiary by December 31st of the year after your death.

If your spouse is your beneficiary, your spouse may delay the start of required payments until December 31st of the year in which you would have reached age 70 ½.

If your spouse is your beneficiary, he or she may elect to continue as “contract owner” of the Contract.

Legal Proceedings

In the ordinary course of business, MetLife, similar to other life insurance companies, is involved in lawsuits (including class action lawsuits), arbitrations and other legal proceedings. Also, from time to time, state and federal regulators or other officials conduct formal and informal examinations or undertake other actions dealing with various aspects of the financial services and insurance industries. In some legal proceedings involving insurers, substantial damages have been sought and/or material settlement payments have been made.

It is not possible to predict with certainty the ultimate outcome of any pending legal proceeding or regulatory action. However, MetLife does not believe any such action or proceeding will have a material adverse effect upon the Separate Account or upon the ability of MLIDC to perform its contract with the Separate Account or of MetLife to meet its obligations under the Contracts.

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Appendix A

Premium Tax Table

If you are a resident of one of the following jurisdictions, the percentage amount listed by that jurisdiction is the premium tax rate applicable to your annuity.

	Non-Qualified Annuities	IRA Annuities(1)
California	2.35%	0.5%
Florida(2)	1.0%	1.0%
Maine	2.0%	—
Nevada	3.5%	—
Puerto Rico(3)	1.0%	1.0%
South Dakota(4)	1.25%	—
West Virginia	1.0%	1.0%
Wyoming	1.0%	—

¹ Premium tax rates applicable to IRA annuities purchased for use in connection with individual retirement trust or custodial accounts meeting the requirements of Section 408(a) of the Code are included under the column heading "IRA Annuities."

² Annuity premiums are exempt from taxation provided the tax savings are passed back to the contract holders. Otherwise, they are taxable at 1%. [MetLife passes the tax savings back to contractholders and, therefore, annuity premiums are exempt from taxation.]

³ We will not deduct premium taxes paid by us to Puerto Rico from purchase payments, account balances, withdrawals, death benefits or income payments.

⁴ Special rate applies for large case annuity policies. Rate is 8/100 of 1% for that portion of the annuity considerations received on a contract exceeding \$500,000 annually. Special rate on large case policies is not subject to retaliation.

Appendix B

Accumulation Unit Values For Each Investment Division

These tables show fluctuations in the Accumulation Unit Values for two of the possible mixes offered within the Contract for each investment division from year end to year end. Lower charges for the GMIB Plus II, Enhanced Death Benefit and LWG II were in effect prior to May 4, 2009. These lower charges are not reflected in the tables below. The information in these tables has been derived from the Separate Account's full financial statements or other reports (such as the annual report). The first table show the Contract mix that bears the total highest charge, and the second table show the Contract mix that bears the total lowest charge. The mix with the total highest charge has these features: Bonus Class, the optional Annual Step-Up Death Benefit and the optional Earnings Preservation Benefit. Charges for the optional Enhanced Death Benefit, the optional Guaranteed Minimum Income Benefits and the optional Guaranteed Withdrawal Benefits are made by canceling accumulation units and, therefore, these charges are not reflected in the Accumulation Unit Value. However, purchasing the optional Enhanced Death Benefit in lieu of the optional Annual Step-Up Benefit and the optional GMIB Plus II with the optional Earnings Preservation Benefit will result in a higher overall charge. The mix with the total lowest charge has these features: R Class and no optional benefit. All other possible mixes for each investment division within the Contract appear in the SAI, which is available upon request without charge by calling 1-800-638-7732.

Highest Possible Mix 2.25 Separate Account Charge

Investment Division	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
American Funds Balanced Allocation Division (Class C)	2009	\$ 6.29	\$ 8.81	0.00
American Funds Bond Division (Class C)	2009	8.81	9.75	0.00
American Funds Growth Allocation Division (Class C)	2009	5.55	8.28	0.00
American Funds Growth Division (Class C)	2009	4.99	7.77	506.95
American Funds Moderate Allocation Division (Class C)	2009	7.08	9.21	0.00
Artio International Stock Division (Class B) (Class B)	2009	7.48	10.98	0.00
Barclays Capital Aggregate Bond Index Division (Class B)	2009	13.07	13.54	3,900.34
BlackRock Aggressive Growth Division (Class B)	2009	20.31	32.93	65.68
BlackRock Bond Income Division (Class B)	2009	36.65	39.65	0.00
BlackRock Large Cap Core Division (Class B)	2009	33.18	45.67	0.00
BlackRock Large Cap Value Division (Class B)	2009	7.15	9.62	0.00
BlackRock Legacy Large Cap Growth Division (Class B)	2009	15.92	23.64	91.91
BlackRock Money Market Division (Class B)	2009	19.22	18.87	1,110.09
Clarion Global Real Estate Division (Class B)	2009	6.43	11.86	414.83
Davis Venture Value Division (Class B)	2009	16.32	26.32	151.55
Dreman Small Cap Value Division (Class B)	2009	7.54	12.01	0.00
FI Mid Cap Opportunities Division (Class B)	2009	7.56	10.55	0.00
Harris Oakmark International Division (Class B)	2009	8.47	16.20	34.00
Janus Forty Division (Class B)	2009	74.57	113.80	23.79
Jennison Growth Division (Class B)	2009	2.95	4.30	0.00
Lazard Mid Cap Division (Class B)	2009	7.64	11.99	0.00
Legg Mason Partners Aggressive Growth Division (Class B)	2009	3.99	5.73	0.00
Legg Mason Value Equity Division (Class B)	2009	3.10	5.17	0.00
Loomis Sayles Global Markets Division (Class B)	2009	7.06	10.50	0.00
Loomis Sayles Small Cap Core Division (Class B)	2009	16.48	24.93	88.63
Lord Abbett Bond Debenture Division (Class B)	2009	14.30	18.53	53.24
Met/AIM Small Cap Growth Division (Class B)	2009	7.84	11.91	182.42
Met/Artisan Mid Cap Value Division (Class B)	2009	14.07	23.00	85.77
Met/Dimensional International Small Company Division (Class B)	2009	8.30	14.12	0.00

Investment Division

	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
Met/Franklin Income Division (Class B)	2009	\$ 7.44	\$ 9.92	440.46
Met/Franklin Mutual Shares Division (Class B)	2009	5.54	8.01	0.00
Met/Franklin Templeton Founding Strategy Division (Class B)	2009	6.12	8.78	0.00
Met/Templeton Growth Division (Class B)	2009	5.55	8.46	0.00
Met/Templeton International Bond Division (Class B) ^(a)	2009	9.99	10.83	0.00
MetLife Aggressive Allocation Division (Class B)	2009	6.15	9.47	0.00
MetLife Conservative Allocation Division (Class B)	2009	8.90	10.89	29,668.04
MetLife Conservative to Moderate Allocation Division (Class B)	2009	8.14	10.62	29,679.51
MetLife Mid Cap Stock Index Division (Class B)	2009	8.03	12.92	566.32
MetLife Moderate Allocation Division (Class B)	2009	7.40	10.29	0.00
MetLife Moderate to Aggressive Allocation Division (Class B)	2009	6.74	9.90	56,085.00
MetLife Stock Index Division (Class B)	2009	19.34	28.89	2,223.53
MFS® Emerging Markets Equity Division (Class B)	2009	5.32	9.99	0.00
MFS® Research International Division (Class B)	2009	7.55	12.24	0.00
MFS® Total Return Division (Class B)	2009	26.04	33.84	0.00
MFS® Value Division (Class B)	2009	6.83	9.87	0.00
Morgan Stanley EAFE® Index Division (Class B)	2009	6.89	10.95	1,488.00
Neuberger Berman Mid Cap Value Division (Class B)	2009	10.33	18.29	183.84
Oppenheimer Capital Appreciation Division (Class B)	2009	4.63	7.22	0.00
Oppenheimer Global Equity Division (Class B)	2009	9.03	14.65	0.00
PIMCO Inflation Protected Bond Division (Class B)	2009	10.95	12.24	0.00
PIMCO Total Return Division (Class B)	2009	12.22	14.24	37.84
Pioneer Strategic Income Division (Class B)	2009	15.54	19.81	0.00
RCM Technology Division (Class B)	2009	2.96	5.09	0.00
Russell 2000® Index Division (Class B)	2009	8.45	13.14	0.00
SSgA Growth and Income ETF Division (Class B)	2009	7.25	10.18	0.00
SSgA Growth ETF Division (Class B)	2009	6.41	9.64	0.00
T. Rowe Price Mid Cap Growth Division (Class B)	2009	4.82	7.71	410.15
T. Rowe Price Small Cap Growth Division (Class B)	2009	7.83	12.24	0.00
Van Eck Global Natural Resources Division (Class B) ^(a)	2009	11.00	14.64	0.00
Western Asset Management U.S. Government Division (Class B)	2009	14.35	14.68	327.92
At 2.50 Separate Account Charge:				
American Funds Global Small Capitalization Division (Class 2)	2009	12.92	22.52	42,773.75
American Funds Growth-Income Division (Class 2)	2009	47.36	70.67	15,064.49

Lowest Possible Mix
1.15 Separate Account Charge

Investment Division	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
American Funds Balanced Allocation Division (Class C)	2009	\$ 6.35	\$ 8.97	4,654,191.42
American Funds Bond Division (Class C)	2009	8.90	9.93	472,039.59
American Funds Growth Allocation Division (Class C)	2009	5.60	8.44	2,633,095.50
American Funds Growth Division (Class C)	2009	5.03	7.92	2,527,212.88
American Funds Moderate Allocation Division (Class C)	2009	7.15	9.39	4,857,953.05
Artio International Stock Division (Class B) (Class B)	2009	9.10	13.48	179,958.38
Barclays Capital Aggregate Bond Index Division (Class B)	2009	14.64	15.31	1,769,204.84
BlackRock Aggressive Growth Division (Class B)	2009	25.54	41.80	77,402.72
BlackRock Bond Income Division (Class B)	2009	48.53	52.99	104,843.52
BlackRock Large Cap Core Division (Class B)	2009	6.28	8.73	304,199.63
BlackRock Large Cap Value Division (Class B)	2009	7.71	10.47	434,198.51
BlackRock Legacy Large Cap Growth Division (Class B)	2009	18.63	27.93	139,619.47
BlackRock Money Market Division (Class B)	2009	25.34	25.12	5,109.43
Clarion Global Real Estate Division (Class B)	2009	6.78	12.63	199,310.66
Davis Venture Value Division (Class B)	2009	19.10	31.11	332,146.13
Dreman Small Cap Value Division (Class B)	2009	7.87	12.64	64,726.32
FI Mid Cap Opportunities Division (Class B)	2009	8.63	12.16	54,119.36
Harris Oakmark International Division (Class B)	2009	9.19	17.73	478,215.20
Janus Forty Division (Class B)	2009	100.31	154.51	96,556.20
Jennison Growth Division (Class B)	2009	7.77	11.43	161,983.58
Lazard Mid Cap Division (Class B)	2009	8.29	13.13	65,941.05
Legg Mason Partners Aggressive Growth Division (Class B)	2009	4.36	6.32	51,513.67
Legg Mason Value Equity Division (Class B)	2009	3.78	6.37	93,309.13
Loomis Sayles Global Markets Division (Class B)	2009	7.29	10.94	89,314.52
Loomis Sayles Small Cap Core Division (Class B)	2009	19.41	29.62	108,435.73
Lord Abbett Bond Debenture Division (Class B)	2009	16.46	21.54	165,094.63
Met/AIM Small Cap Growth Division (Class B)	2009	8.50	13.04	61,617.86
Met/Artisan Mid Cap Value Division (Class B)	2009	16.75	27.63	40,073.84
Met/Dimensional International Small Company Division (Class B)	2009	8.32	14.30	26,431.26
Met/Franklin Income Division (Class B)	2009	7.50	10.10	89,782.82
Met/Franklin Mutual Shares Division (Class B)	2009	5.60	8.16	239,309.53
Met/Franklin Templeton Founding Strategy Division (Class B)	2009	6.18	8.95	264,306.85
Met/Templeton Growth Division (Class B)	2009	5.60	8.62	98,978.76
Met/Templeton International Bond Division (Class B) ^(a)	2009	9.99	10.91	12,624.29
MetLife Aggressive Allocation Division (Class B)	2009	6.41	9.97	27,810.47
MetLife Conservative Allocation Division (Class B)	2009	9.28	11.47	537,075.92
MetLife Conservative to Moderate Allocation Division (Class B)	2009	8.49	11.18	1,647,880.06
MetLife Mid Cap Stock Index Division (Class B)	2009	8.83	14.34	494,945.20
MetLife Moderate Allocation Division (Class B)	2009	7.72	10.83	8,687,086.02
MetLife Moderate to Aggressive Allocation Division (Class B)	2009	7.03	10.42	2,252,337.59
MetLife Stock Index Division (Class B)	2009	23.79	35.88	824,368.94
MFS® Emerging Markets Equity Division (Class B)	2009	5.49	10.40	292,294.23
MFS® Research International Division (Class B)	2009	8.24	13.50	415,589.91
MFS® Total Return Division (Class B)	2009	33.11	43.43	33,466.57
MFS® Value Division (Class B)	2009	9.35	13.63	240,926.10
Morgan Stanley EAFE® Index Division (Class B)	2009	7.72	12.37	723,645.98
Neuberger Berman Mid Cap Value Division (Class B)	2009	11.57	20.68	194,302.75
Oppenheimer Capital Appreciation Division (Class B)	2009	5.06	7.97	179,154.60
Oppenheimer Global Equity Division (Class B)	2009	10.31	16.87	162,782.87

Investment Division	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
PIMCO Inflation Protected Bond Division (Class B)	2009	\$11.67	\$13.18	1,077,173.91
PIMCO Total Return Division (Class B)	2009	13.35	15.70	1,689,173.14
Pioneer Strategic Income Division (Class B)	2009	18.27	23.51	62,902.86
RCM Technology Division (Class B)	2009	3.23	5.62	426,038.90
Russell 2000® Index Division (Class B)	2009	9.46	14.85	179,232.29
SSgA Growth and Income ETF Division (Class B)	2009	7.53	10.66	3,550,359.77
SSgA Growth ETF Division (Class B)	2009	6.65	10.11	1,077,778.30
T. Rowe Price Mid Cap Growth Division (Class B)	2009	5.27	8.51	735,993.67
T. Rowe Price Small Cap Growth Division (Class B)	2009	8.93	14.10	105,058.84
Van Eck Global Natural Resources Division (Class B) ^(a)	2009	11.06	14.83	118,536.18
Western Asset Management U.S. Government Division (Class B)	2009	16.80	17.35	209,190.30
 <u>At 1.40 Separate Account Charge:</u>				
American Funds Global Small Capitalization Division (Class 2)	2009	14.63	25.75	276,113.24
American Funds Growth-Income Division (Class 2)	2009	63.17	95.20	86,787.00

(a) Inception Date: May 1, 2009

Appendix C

Portfolio Legal and Marketing Names

Series Fund/Trust	Legal Name of Portfolio Series	Marketing Name
American Funds Insurance Series®	Global Small Capitalization Fund	American Funds Global Small Capitalization Fund
American Funds Insurance Series®	Growth - Income Fund	American Funds Growth-Income Fund

Appendix D

Additional Information Regarding the Portfolios

The Portfolios below were subject to a merger or a name change. The chart identifies the former name and new name of each of these Portfolios.

Portfolio Merger

Former Portfolio	New Portfolio
Metropolitan Fund FI Mid Cap Opportunities Portfolio	Met Investor Fund Morgan Stanley Mid Cap Growth Portfolio

Portfolio Name Changes

Former Name	New Name
Met Investors Fund Met/AIM Small Cap Growth Portfolio Legg Mason Partners Aggressive Growth Portfolio	Met Investors Fund Invesco Small Cap Growth Portfolio Legg Mason ClearBridge Aggressive Growth Portfolio

Request For a Statement of
Additional Information/Change of Address

If you would like any of the following Statements of Additional Information, or have changed your address, please check the appropriate box below and return to the address below.

- ☐ Metropolitan Life Separate Account E
- ☐ Metropolitan Series Fund, Inc.
- ☐ Met Investors Series Trust
- ☐ American Funds Insurance Series®
- ☐ I have changed my address. My current address is:

_____	Name _____
(Contract Number)	
	Address _____
_____	_____
(Signature)	zip

If you purchased your Contract through a
MetLife sales representative:

Metropolitan Life Insurance Company
Attn: Fulfillment Unit - Preference Premier
P O Box 10342
Des Moines, IA 50306-0342

If you purchased your Contract through a
New England Financial® sales representative:

Metropolitan Life Insurance Company
Attn: Fulfillment Unit - Preference Premier
P O Box 14594
Des Moines, IA 50306-0342

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METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – B Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Hypothetical Performance Presentation – Standard Ledger

The purpose of this illustration is to show how the hypothetical performance of the underlying funding option(s) could affect the Account Value and death benefit. The illustration is hypothetical and may not be used to project or predict investment results.

This illustration report is based upon the Contract Year

Gross Rate:	8.00%	Gross	0.00%
Net Rate:	5.65%	Net	-2.18%

Year	Purchase Payment	Account Value	Withdrawal Value	Death Benefit	Account Value	Withdrawal Value	Death Benefit
1	\$100,000	105,650	99,320	105,650	97,824	91,646	100,000
2		111,620	106,190	111,620	95,695	90,524	100,000
3		117,927	112,497	117,927	93,613	88,566	100,000
4		124,590	120,060	124,590	91,576	87,467	100,000
5		131,630	128,000	131,630	89,583	86,370	100,000
6		139,068	136,338	139,068	87,634	85,275	100,000
7		146,925	145,095	146,925	85,727	84,182	100,000
8		155,227	155,197	155,227	83,861	83,831	100,000
9		163,998	163,968	163,998	82,036	82,006	100,000
10		173,265	173,235	173,265	80,251	80,221	100,000
11		183,055	183,025	183,055	78,505	78,475	100,000
12		193,398	193,368	193,398	76,797	76,767	100,000
13		204,326	204,296	204,326	75,126	75,096	100,000
14		215,871	215,841	215,871	73,491	73,461	100,000
15		228,068	228,038	228,068	71,892	71,862	100,000
16		240,955	240,925	240,955	70,327	70,297	100,000
17		254,570	254,540	254,570	68,797	68,767	100,000
18		268,954	268,924	268,954	67,300	67,270	100,000
19		284,151	284,121	284,151	65,835	65,805	100,000
20	\$100,000	300,206	300,176	300,206	64,403	64,373	100,000

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NOT A PART OF THE PROSPECTUS

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – B Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Glossary of Terms

NET RATE

The Net Rate is based on a hypothetical rate of return and an arithmetic average of the investment management fees and operating expenses, after fee waivers and expense reimbursements and applicable 12b-1 fees of each of the funding options underlying Preference PremierSM Variable Annuity contracts, based on the allocation of assets among the investment divisions as of the end of the prior calendar year. Included is the additional .25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization. The arithmetic average used in the illustration is 0.95%. This illustration does not show Account Values allocated to the Fixed Account.

ACCOUNT VALUE

Is the value of the account after deductions for contract charges that are applicable. It does not reflect the impact of any applicable required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

WITHDRAWAL VALUE

Is the value of the account after deductions for contract charges (including applicable withdrawal charges, if any) that are applicable. It does not reflect the impact of any applicable required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – B Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Important Disclosures

THIS IS AN ILLUSTRATION ONLY AND NOT A CONTRACT. AN ILLUSTRATION IS NOT INTENDED TO PREDICT ACTUAL PERFORMANCE. INTEREST RATES AND VALUES SET FORTH IN THE ILLUSTRATION ARE NOT GUARANTEED.

The purpose of this illustration is to demonstrate how the performance of the underlying funding options will affect Account Values and death benefits over a period of time. The hypothetical rates and values depicted on the preceding pages are illustrative only and should not be deemed as a representation of past or future investment results. Actual investment results may be more or less than those shown and will depend on a number of factors, including the choice and investment experience of the eligible investment divisions and frequency of purchase payments. No representations are made that these hypothetical rates of return can be achieved for any one year or sustained over any period of time.

The effect of income and penalty taxes has not been reflected in any of the investments included in this illustration. Death proceeds under an annuity contract in excess of the remaining tax basis are subject to ordinary income tax. This product may not be available in all states.

This is an illustration and not a contract. This illustration, including any accompanying reports and graphs, must be preceded or accompanied by the variable annuity's current prospectus. The Withdrawal Value figures reflect the deduction of any applicable withdrawal charge (for the class illustrated) and contract charges.

The amount of the Separate Account Charge for the B Class is 1.25% for the standard death benefit; (1.50% with the additional 0.25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization). Withdrawals may or may not be depicted within this illustration. The withdrawals will be subject to applicable withdrawal charges.

Withdrawals from the contract are generally subject to Federal income tax and, if applicable, state income tax. Roth and other after-tax purchase payments may generally be withdrawn tax free. The earnings on Roth purchase payments may also be withdrawn tax free if certain conditions are met. Withdrawals may be subject to a Federal 10% premature distribution tax penalty if received by a taxpayer who has not attained age 59 ½ at the time of distribution. Taxable withdrawals are generally taxed as ordinary income.

Standard Death Benefit:

The Standard Death Benefit at any time will be the greater of:

- 1) The Account Value; or
- 2) Total Purchase Payments, reduced proportionately by the percentage reduction in the Account Value attributable to each partial withdrawal (including any applicable withdrawal charge); or
- 3) The "Highest Account Value" at the end of each fifth Contract Anniversary until after the Contract Anniversary immediately proceeding the owner's 81st birthday. After that, the Highest Anniversary Value is adjusted only for additional purchase payments and withdrawals on a proportionate basis.

The tax treatment of death proceeds of an annuity contract differs from the tax treatment of death proceeds of a life insurance policy. Annuity death benefit proceeds are generally taxed at the beneficiary's ordinary income tax rate while life insurance death benefit proceeds are generally income-tax free. See your tax advisor and the prospectus for more information.

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NOT A PART OF THE PROSPECTUS

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – B Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Additional Information

The purpose of the illustration is to demonstrate how the performance of the underlying funding options affects the Account Value and death benefit over an extended period of time. This illustration is based on hypothetical rates of return and is not intended to serve as projections or predictions of future investment returns. The value of a variable annuity may fluctuate up and down, based on the current performance of the underlying funding options, and the owner may experience a gain or loss.

This report is not complete unless the Hypothetical Performance Presentation-Standard Ledger, Glossary of Terms and Important Disclosures pages are included. Please read the information in the "Important Disclosures" found in this report. A current prospectus for Preference PremierSM must either precede or accompany this illustration. Preference PremierSM variable annuity contracts are issued by Metropolitan Life Insurance Company, 200 Park Avenue, New York, NY 10166, and distributed by MetLife Investors Distribution Company (member FINRA), 5 Park Plaza, Suite 1900, Irvine, CA 92614. Securities, including variable products offered through MetLife Securities, Inc. (member FINRA/SIPC) and New England Securities Corporation (member FINRA/SIPC), both located at 1095 Avenue of the Americas, New York, NY, 10036. Metropolitan Life Insurance Company, MetLife Investors Distribution Company, MetLife Securities, Inc. and New England Securities Corporation are MetLife companies. Policy Form: PPS (07/01).

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – B-Plus Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Hypothetical Performance Presentation – Standard Ledger

The purpose of this illustration is to show how the hypothetical performance of the underlying funding option(s) could affect the Account Value and death benefit. The illustration is hypothetical and may not be used to project or predict investment results.

This illustration report is based upon the Contract Year

Gross Rate:	8.00%	Gross	0.00%
Net Rate:	5.07%	Net	-2.71%

Year	Purchase Payment	Account Value	Withdrawal Value	Death Benefit	Account Value	Withdrawal Value	Death Benefit
1	\$100,000	111,375	104,145	111,375	103,125	95,895	103,125
2		117,023	109,793	117,023	100,327	93,097	100,327
3		122,957	116,627	122,957	97,606	91,443	100,000
4		129,192	123,762	129,192	94,958	89,831	100,000
5		135,744	131,214	135,744	92,382	88,233	100,000
6		142,627	138,997	142,627	89,876	86,651	100,000
7		149,860	147,130	149,860	87,438	85,085	100,000
8		157,459	155,629	157,459	85,066	83,535	100,000
9		165,444	164,514	165,444	82,759	82,001	100,000
10		174,792	174,762	174,792	80,958	80,928	100,000
11		184,668	184,638	184,668	79,196	79,166	100,000
12		195,103	195,073	195,103	77,473	77,443	100,000
13		206,127	206,097	206,127	75,787	75,757	100,000
14		217,774	217,744	217,774	74,138	74,108	100,000
15		230,079	230,049	230,079	72,525	72,495	100,000
16		243,079	243,049	243,079	70,946	70,916	100,000
17		256,814	256,784	256,814	69,403	69,373	100,000
18		271,325	271,295	271,325	67,892	67,862	100,000
19		286,656	286,626	286,656	66,415	66,385	100,000
20	\$100,000	302,853	302,823	302,853	64,970	64,940	100,000

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NOT A PART OF THE PROSPECTUS

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – B-Plus Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Glossary of Terms

NET RATE

The Net Rate is based on a hypothetical rate of return and an arithmetic average of the investment management fees and operating expenses, after fee waivers and expense reimbursements and applicable 12b-1 fees of each of the funding options underlying Preference PremierSM Variable Annuity contracts, based on the allocation of assets among the investment divisions as of the end of the prior calendar year. Included is the additional .25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization. The arithmetic average used in the illustration is 0.95%. This illustration does not show Account Values allocated to the Fixed Account.

ACCOUNT VALUE

Is the value of the account after deductions for contract charges that are applicable. It does not reflect the impact of any applicable holding period requirements, required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

WITHDRAWAL VALUE

Is the value of the account after deductions for contract charges (including applicable withdrawal charges, if any) that are applicable. It does not reflect the impact of any applicable holding period requirements, required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – B-Plus Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Important Disclosures

THIS IS AN ILLUSTRATION ONLY AND NOT A CONTRACT. AN ILLUSTRATION IS NOT INTENDED TO PREDICT ACTUAL PERFORMANCE. INTEREST RATES AND VALUES SET FORTH IN THE ILLUSTRATION ARE NOT GUARANTEED.

The purpose of this illustration is to demonstrate how the performance of the underlying funding options will affect Account Values and death benefits over a period of time. The hypothetical rates and values depicted on the preceding pages are illustrative only and should not be deemed as a representation of past or future investment results. Actual investment results may be more or less than those shown and will depend on a number of factors, including the choice and investment experience of the eligible investment divisions and frequency of purchase payments. No representations are made that these hypothetical rates of return can be achieved for any one year or sustained over any period of time.

The effect of income and penalty taxes has not been reflected in any of the investments included in this illustration. Death proceeds under an annuity contract in excess of the remaining tax basis are subject to ordinary income tax. This product may not be available in all states.

This is an illustration and not a contract. This illustration, including any accompanying reports and graphs, must be preceded or accompanied by the variable annuity's current prospectus. The Withdrawal Value figures reflect the deduction of any applicable withdrawal charge (for the class illustrated) and contract charges.

The amount of the Separate Account Charge for the B-Plus Class is 1.80% for the first nine contract years reducing to 1.25% thereafter for the standard death benefit (2.05% with the additional 0.25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization). Withdrawals may or may not be depicted within this illustration. The withdrawals will be subject to applicable withdrawal charges.

Withdrawals from the contract are generally subject to Federal income tax and, if applicable, state income tax. Roth and other after-tax purchase payments may generally be withdrawn tax free. The earnings on Roth purchase payments may also be withdrawn tax free if certain conditions are met. Withdrawals may be subject to a Federal 10% premature distribution tax penalty if received by a taxpayer who has not attained age 59 ½ at the time of distribution. Taxable withdrawals are generally taxed as ordinary income.

Standard Death Benefit:

The Standard Death Benefit at any time will be the greater of:

- 1) The Account Value; or
- 2) Total Purchase Payments, reduced proportionately by the percentage reduction in the Account Value attributable to each partial withdrawal (including any applicable withdrawal charge); or
- 3) The "Highest Account Value" at the end of each fifth Contract Anniversary until after the Contract Anniversary immediately proceeding the owner's 81st birthday. After that, the Highest Anniversary Value is adjusted only for additional purchase payments and withdrawals on a proportionate basis.

The tax treatment of death proceeds of an annuity contract differs from the tax treatment of death proceeds of a life insurance policy. Annuity death benefit proceeds are generally taxed at the beneficiary's ordinary income tax rate while life insurance death benefit proceeds are generally income-tax free. See your tax advisor and the prospectus for more information.

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NOT A PART OF THE PROSPECTUS

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – B-Plus Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Additional Information

The purpose of the illustration is to demonstrate how the performance of the underlying funding options affects the Account Value and death benefit over an extended period of time. This illustration is based on hypothetical rates of return and is not intended to serve as projections or predictions of future investment returns. The value of a variable annuity may fluctuate up and down, based on the current performance of the underlying funding options, and the owner may experience a gain or loss.

This report is not complete unless the Hypothetical Performance Presentation-Standard Ledger, Glossary of Terms and Important Disclosures pages are included. Please read the information in the "Important Disclosures" found in this report. A current prospectus for Preference PremierSM must either precede or accompany this illustration. Preference PremierSM variable annuity contracts are issued by Metropolitan Life Insurance Company, 200 Park Avenue, New York, NY 10166, and distributed by MetLife Investors Distribution Company (member FINRA), 5 Park Plaza, Suite 1900, Irvine, CA 92614. Securities, including variable products offered through MetLife Securities, Inc. (member FINRA/SIPC) and New England Securities Corporation (member FINRA/SIPC), both located at 1095 Avenue of the Americas, New York, NY, 10036. Metropolitan Life Insurance Company, MetLife Investors Distribution Company, MetLife Securities, Inc. and New England Securities Corporation are MetLife companies. Policy Form: PPS (07/01).

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – C Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Hypothetical Performance Presentation –Standard Ledger

The purpose of this illustration is to show how the hypothetical performance of the underlying funding option(s) could affect the Account Value and death benefit. The illustration is hypothetical and may not be used to project or predict investment results.

This illustration report is based upon the Contract Year

Gross Rate:	8.00%	Gross	0.00%
Net Rate:	5.23%	Net	-2.57%

Year	Purchase Payment	Account Value	Withdrawal Value	Death Benefit	Account Value	Withdrawal Value	Death Benefit
1	\$100,000	105,229	105,199	105,229	97,433	97,403	100,000
2		110,731	110,701	110,731	94,933	94,903	100,000
3		116,520	116,490	116,520	92,496	92,466	100,000
4		122,613	122,583	122,613	90,122	90,092	100,000
5		129,024	128,994	129,024	87,809	87,779	100,000
6		135,770	135,740	135,770	85,555	85,525	100,000
7		142,869	142,839	142,869	83,360	83,330	100,000
8		150,339	150,309	150,339	81,220	81,190	100,000
9		158,200	158,170	158,200	79,136	79,106	100,000
10		166,472	166,442	166,472	77,104	77,074	100,000
11		175,176	175,146	175,176	75,125	75,095	100,000
12		184,335	184,305	184,335	73,197	73,167	100,000
13		193,974	193,944	193,974	71,319	71,289	100,000
14		204,116	204,086	204,116	69,488	69,458	100,000
15		214,788	214,758	214,788	67,705	67,675	100,000
16		226,019	225,989	226,019	65,967	65,937	100,000
17		237,837	237,807	237,837	64,274	64,244	100,000
18		250,272	250,242	250,272	62,624	62,594	100,000
19		263,358	263,328	263,358	61,017	60,987	100,000
20	\$100,000	277,128	277,098	277,128	59,451	59,421	100,000

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NOT A PART OF THE PROSPECTUS

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference Premier SM Variable Annuity – C Class Hypothetical Accumulation

Prepared for Current Age	Sample 60	Death Benefit Initial Purchase Payment	Standard \$100,000
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Glossary of Terms

NET RATE

The Net Rate is based on a hypothetical rate of return and an arithmetic average of the investment management fees and operating expenses, after fee waivers and expense reimbursements and applicable 12b-1 fees of each of the funding options underlying Preference Premier SM Variable Annuity contracts, based on the allocation of assets among the investment divisions as of the end of the prior calendar year. Included is the additional .25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization. The arithmetic average used in the illustration is 0.95%. This illustration does not show Account Values allocated to the Fixed Account.

ACCOUNT VALUE

Is the value of the account after deductions for contract charges that are applicable. It does not reflect the impact of any applicable required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

WITHDRAWAL VALUE

Is the value of the account after deductions for contract charges (including applicable withdrawal charges, if any) that are applicable. It does not reflect the impact of any applicable required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – C Class Hypothetical Accumulation

Prepared for Current Age	Sample 60	Death Benefit Initial Purchase Payment	Standard \$100,000
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Important Disclosures

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The purpose of this illustration is to demonstrate how the performance of the underlying funding options will affect Account Values and death benefits over a period of time. The hypothetical rates and values depicted on the preceding pages are illustrative only and should not be deemed as a representation of past or future investment results. Actual investment results may be more or less than those shown and will depend on a number of factors, including the choice and investment experience of the eligible investment divisions and frequency of purchase payments. No representations are made that these hypothetical rates of return can be achieved for any one year or sustained over any period of time.

The effect of income and penalty taxes has not been reflected in any of the investments included in this illustration. Death proceeds under an annuity contract in excess of the remaining tax basis are subject to ordinary income tax. This product may not be available in all states.

This is an illustration and not a contract. This illustration, including any accompanying reports and graphs, must be preceded or accompanied by the variable annuity's current prospectus. The Withdrawal Value figures reflect the deduction of any applicable withdrawal charge (for the class illustrated) and contract charges.

The amount of the Separate Account Charge for the C Class is 1.65% for the standard death benefit (1.90% with the additional 0.25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization). Withdrawals may or may not be depicted within this illustration. The withdrawals will be subject to applicable withdrawal charges.

Withdrawals from the contract are generally subject to Federal income tax and, if applicable, state income tax. Roth and other after-tax purchase payments may generally be withdrawn tax free. The earnings on Roth purchase payments may also be withdrawn tax free if certain conditions are met. Withdrawals may be subject to a Federal 10% premature distribution tax penalty if received by a taxpayer who has not attained age 59 ½ at the time of distribution. Taxable withdrawals are generally taxed as ordinary income.

Standard Death Benefit:

The Standard Death Benefit at any time be the greater of:

- 1) The Account Value; or
- 2) Total Purchase Payments, reduced proportionately by the percentage reduction in the Account Value attributable to each partial withdrawal (including any applicable withdrawal charge); or
- 3) The "Highest Account Value" at the end of each fifth Contract Anniversary until after the Contract Anniversary immediately proceeding the owner's 81st birthday. After that, the Highest Anniversary Value is adjusted only for additional purchase payments and withdrawals on a proportionate basis.

The tax treatment of death proceeds of an annuity contract differs from the tax treatment of death proceeds of a life insurance policy. Annuity death benefit proceeds are generally taxed at the beneficiary's ordinary income tax rate while life insurance death benefit proceeds are generally income-tax free. See your tax advisor and the prospectus for more information.

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – C Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Additional Information

The purpose of the illustration is to demonstrate how the performance of the underlying funding options affects the Account Value and death benefit over an extended period of time. This illustration is based on hypothetical rates of return and is not intended to serve as projections or predictions of future investment returns. The value of a variable annuity may fluctuate up and down, based on the current performance of the underlying funding options, and the owner may experience a gain or loss.

This report is not complete unless the Hypothetical Performance Presentation-Standard Ledger, Glossary of Terms and Important Disclosures pages are included. Please read the information in the "Important Disclosures" found in this report. A current prospectus for Preference PremierSM must either precede or accompany this illustration. Preference PremierSM variable annuity contracts are issued by Metropolitan Life Insurance Company, 200 Park Avenue, New York, NY 10166, and distributed by MetLife Investors Distribution Company (member FINRA), 5 Park Plaza, Suite 1900, Irvine, CA 92614. Securities, including variable products offered through MetLife Securities, Inc. (member FINRA/SIPC) and New England Securities Corporation (member FINRA/SIPC), both located at 1095 Avenue of the Americas, New York, NY, 10036. Metropolitan Life Insurance Company, MetLife Investors Distribution Company, MetLife Securities, Inc. and New England Securities Corporation are MetLife companies. Policy Form: PPS (07/01).

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference Premier SM Variable Annuity – L Class Hypothetical Accumulation

Prepared for Current Age	Sample 60	Death Benefit Initial Purchase Payment	Standard \$100,000
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Hypothetical Performance Presentation –Standard Ledger

The purpose of this illustration is to show how the hypothetical performance of the underlying funding option(s) could affect the Account Value and death benefit. The illustration is hypothetical and may not be used to project or predict investment results.

This illustration report is based upon the Contract Year

Gross Rate:	8.00%	Gross	0.00%
Net Rate:	5.39%	Net	-2.42%

Year	Purchase Payment	Account Value	Withdrawal Value	Death Benefit	Account Value	Withdrawal Value	Death Benefit
1	\$100,000	105,387	99,057	105,387	97,580	91,419	100,000
2		111,063	105,633	111,063	95,218	90,075	100,000
3		117,046	112,516	117,046	92,913	88,738	100,000
4		123,351	123,321	123,351	90,665	90,635	100,000
5		129,995	129,965	129,995	88,470	88,440	100,000
6		136,998	136,968	136,998	86,329	86,299	100,000
7		144,377	144,347	144,377	84,240	84,210	100,000
8		152,154	152,124	152,154	82,201	82,171	100,000
9		160,350	160,320	160,350	80,211	80,181	100,000
10		168,987	168,957	168,987	78,270	78,240	100,000
11		178,090	178,060	178,090	76,375	76,345	100,000
12		187,683	187,653	187,683	74,527	74,497	100,000
13		197,793	197,763	197,793	72,723	72,693	100,000
14		208,447	208,417	208,447	70,963	70,933	100,000
15		219,676	219,646	219,676	69,246	69,216	100,000
16		231,509	231,479	231,509	67,570	67,540	100,000
17		243,979	243,949	243,979	65,934	65,904	100,000
18		257,121	257,091	257,121	64,338	64,308	100,000
19		270,971	270,941	270,971	62,781	62,751	100,000
20	\$100,000	285,568	285,538	285,568	61,262	61,232	100,000

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NOT A PART OF THE PROSPECTUS

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – L Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Glossary of Terms

NET RATE

The Net Rate is based on a hypothetical rate of return and an arithmetic average of the investment management fees and operating expenses, after fee waivers and expense reimbursements and applicable 12b-1 fees of each of the funding options underlying Preference PremierSM Variable Annuity contracts, based on the allocation of assets among the investment divisions as of the end of the prior calendar year. Included is the additional .25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization. The arithmetic average used in the illustration is 0.95%. This illustration does not show Account Values allocated to the Fixed Account.

ACCOUNT VALUE

Is the value of the account after deductions for contract charges that are applicable. It does not reflect the impact of any applicable required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

WITHDRAWAL VALUE

Is the value of the account after deductions for contract charges (including applicable withdrawal charges, if any) that are applicable. It does not reflect the impact of any applicable required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – L Class Hypothetical Accumulation

Prepared for Current Age	Sample 60	Death Benefit Initial Purchase Payment	Standard \$100,000
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Important Disclosures

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The effect of income and penalty taxes has not been reflected in any of the investments included in this illustration. Death proceeds under an annuity contract in excess of the remaining tax basis are subject to ordinary income tax. This product may not be available in all states.

This is an illustration and not a contract. This illustration, including any accompanying reports and graphs, must be preceded or accompanied by the variable annuity's current prospectus. The Withdrawal Value figures reflect the deduction of any applicable withdrawal charge (for the class illustrated) and contract charges.

The amount of the Separate Account Charge for the L Class is 1.50% for the standard death benefit (1.75% with the additional of 0.25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization). Withdrawals may or may not be depicted within this illustration. The withdrawals will be subject to applicable withdrawal charges.

Withdrawals from the contract are generally subject to Federal income tax and, if applicable, state income tax. Roth and other after-tax purchase payments may generally be withdrawn tax free. The earnings on Roth purchase payments may also be withdrawn tax free if certain conditions are met. Withdrawals may be subject to a Federal 10% premature distribution tax penalty if received by a taxpayer who has not attained age 59 ½ at the time of distribution. Taxable withdrawals are generally taxed as ordinary income.

Standard Death Benefit:

The Standard Death Benefit at any time will be the greater of:

- 1) The Account Value; or
- 2) Total Purchase Payments, reduced proportionately by the percentage reduction in the Account Value attributable to each partial withdrawal (including any applicable withdrawal charge); or
- 3) The "Highest Account Value" at the end of each fifth Contract Anniversary until after the Contract Anniversary immediately proceeding the owner's 81st birthday. After that, the Highest Anniversary Value is adjusted only for additional purchase payments and withdrawals on a proportionate basis.

The tax treatment of death proceeds of an annuity contract differs from the tax treatment of death proceeds of a life insurance policy. Annuity death benefit proceeds are generally taxed at the beneficiary's ordinary income tax rate while life insurance death benefit proceeds are generally income-tax free. See your tax advisor and the prospectus for more information.

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – LClass Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Additional Information

The purpose of the illustration is to demonstrate how the performance of the underlying funding options affects the Account Value and death benefit over an extended period of time. This illustration is based on hypothetical rates of return and is not intended to serve as projections or predictions of future investment returns. The value of a variable annuity may fluctuate up and down, based on the current performance of the underlying funding options, and the owner may experience a gain or loss.

This report is not complete unless the Hypothetical Performance Presentation-Standard Ledger, Glossary of Terms and Important Disclosures pages are included. Please read the information in the "Important Disclosures" found in this report. A current prospectus for Preference PremierSM must either precede or accompany this illustration. Preference PremierSM variable annuity contracts are issued by Metropolitan Life Insurance Company, 200 Park Avenue, New York, NY 10166, and distributed by MetLife Investors Distribution Company (member FINRA), 5 Park Plaza, Suite 1900, Irvine, CA 92614. Securities, including variable products offered through MetLife Securities, Inc. (member FINRA/SIPC) and New England Securities Corporation (member FINRA/SIPC), both located at 1095 Avenue of the Americas, New York, NY, 10036. Metropolitan Life Insurance Company, MetLife Investors Distribution Company, MetLife Securities, Inc. and New England Securities Corporation are MetLife companies. Policy Form: PPS (07/01).

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference Premier SM Variable Annuity – R Class Hypothetical Accumulation

Prepared for Current Age	Sample 60	Death Benefit Initial Purchase Payment	Standard \$100,000
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Hypothetical Performance Presentation –Standard Ledger

The purpose of this illustration is to show how the hypothetical performance of the underlying funding option(s) could affect the Account Value and death benefit. The illustration is hypothetical and may not be used to project or predict investment results.

This illustration report is based upon the Contract Year

Gross Rate:	8.00%	Gross	0.00%
Net Rate:	5.76%	Net	-2.08%

Year	Purchase Payment	Account Value	Withdrawal Value	Death Benefit	Account Value	Withdrawal Value	Death Benefit
1	\$100,000	105,661	98,631	105,661	97,922	90,858	100,000
2		111,642	106,212	111,642	95,887	88,986	100,000
3		117,962	112,532	117,962	93,894	87,992	100,000
4		124,640	120,110	124,640	91,943	86,996	100,000
5		131,696	128,066	131,696	90,032	86,001	100,000
6		139,151	136,421	139,151	88,161	85,005	100,000
7		147,028	145,198	147,028	86,329	84,009	100,000
8		155,351	155,321	155,351	84,535	83,014	100,000
9		164,146	164,116	164,146	82,778	82,020	100,000
10		173,438	173,408	173,438	81,058	81,028	100,000
11		183,256	183,226	183,256	79,373	79,343	100,000
12		193,630	193,600	193,630	77,724	77,694	100,000
13		204,591	204,561	204,591	76,109	76,079	100,000
14		216,173	216,143	216,173	74,527	74,497	100,000
15		228,410	228,380	228,410	72,978	72,948	100,000
16		241,341	241,311	241,341	71,462	71,432	100,000
17		255,003	254,973	255,003	69,977	69,947	100,000
18		269,438	269,408	269,438	68,522	68,492	100,000
19		284,691	284,661	284,691	67,098	67,068	100,000
20	\$100,000	300,807	300,777	300,807	61,262	65,674	100,000

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NOT A PART OF THE PROSPECTUS

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – R Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Glossary of Terms

NET RATE

The Net Rate is based on a hypothetical rate of return and an arithmetic average of the investment management fees and operating expenses, after fee waivers and expense reimbursements and applicable 12b-1 fees of each of the funding options underlying Preference PremierSM Variable Annuity contracts, based on the allocation of assets among the investment divisions as of the end of the prior calendar year. Included is the additional .25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization. The arithmetic average used in the illustration is 0.95%. This illustration does not show Account Values allocated to the Fixed Account.

ACCOUNT VALUE

Is the value of the account after deductions for contract charges that are applicable. It does not reflect the impact of any applicable required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

WITHDRAWAL VALUE

Is the value of the account after deductions for contract charges (including applicable withdrawal charges, if any) that are applicable. It does not reflect the impact of any applicable required minimum distributions, income taxes or the 10% federal penalty tax for withdrawals prior to age 59 ½.

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – R Class Hypothetical Accumulation

Prepared for Current Age	Sample 60	Death Benefit Initial Purchase Payment	Standard \$100,000
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Important Disclosures

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The effect of income and penalty taxes has not been reflected in any of the investments included in this illustration. Death proceeds under an annuity contract in excess of the remaining tax basis are subject to ordinary income tax. This product may not be available in all states.

This is an illustration and not a contract. This illustration, including any accompanying reports and graphs, must be preceded or accompanied by the variable annuity's current prospectus. The Withdrawal Value figures reflect the deduction of any applicable withdrawal charge (for the class illustrated) and contract charges.

The amount of the Separate Account Charge for the L Class is 1.15% for the standard death benefit (1.40% with the additional of 0.25% separate account charge for the American Funds Growth-Income and American Funds Global Small Capitalization). Withdrawals may or may not be depicted within this illustration. The withdrawals will be subject to applicable withdrawal charges.

Withdrawals from the contract are generally subject to Federal income tax and, if applicable, state income tax. Roth and other after-tax purchase payments may generally be withdrawn tax free. The earnings on Roth purchase payments may also be withdrawn tax free if certain conditions are met. Withdrawals may be subject to a Federal 10% premature distribution tax penalty if received by a taxpayer who has not attained age 59 ½ at the time of distribution. Taxable withdrawals are generally taxed as ordinary income.

Standard Death Benefit:

The Standard Death Benefit at any time will be the greater of:

- 1) The Account Value; or
- 2) Total Purchase Payments, reduced proportionately by the percentage reduction in the Account Value attributable to each partial withdrawal (including any applicable withdrawal charge); or
- 3) The "Highest Account Value" at the end of each fifth Contract Anniversary until after the Contract Anniversary immediately proceeding the owner's 81st birthday. After that, the Highest Anniversary Value is adjusted only for additional purchase payments and withdrawals on a proportionate basis.

The tax treatment of death proceeds of an annuity contract differs from the tax treatment of death proceeds of a life insurance policy. Annuity death benefit proceeds are generally taxed at the beneficiary's ordinary income tax rate while life insurance death benefit proceeds are generally income-tax free. See your tax advisor and the prospectus for more information.

METROPOLITAN LIFE INSURANCE COMPANY

Arithmetic Average Illustration Preference PremierSM Variable Annuity – R Class Hypothetical Accumulation

Prepared for	Sample	Death Benefit	Standard
Current Age	60	Initial Purchase Payment	\$100,000

Additional Information

The purpose of the illustration is to demonstrate how the performance of the underlying funding options affects the Account Value and death benefit over an extended period of time. This illustration is based on hypothetical rates of return and is not intended to serve as projections or predictions of future investment returns. The value of a variable annuity may fluctuate up and down, based on the current performance of the underlying funding options, and the owner may experience a gain or loss.

This report is not complete unless the Hypothetical Performance Presentation-Standard Ledger, Glossary of Terms and Important Disclosures pages are included. Please read the information in the "Important Disclosures" found in this report. A current prospectus for Preference PremierSM must either precede or accompany this illustration. Preference PremierSM variable annuity contracts are issued by Metropolitan Life Insurance Company, 200 Park Avenue, New York, NY 10166, and distributed by MetLife Investors Distribution Company (member FINRA), 5 Park Plaza, Suite 1900, Irvine, CA 92614. Securities, including variable products offered through MetLife Securities, Inc. (member FINRA/SIPC) and New England Securities Corporation (member FINRA/SIPC), both located at 1095 Avenue of the Americas, New York, NY, 10036. Metropolitan Life Insurance Company, MetLife Investors Distribution Company, MetLife Securities, Inc. and New England Securities Corporation are MetLife companies. Policy Form: PPS (07/01).



Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" here means anything we know about you personally.

SECTION I - Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION II - Collecting Your Information

We typically collect your name, address, age, and other relevant information. For example, we may ask about your:

- finances
- creditworthiness
- employment

We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a bank, a legal plans company, and securities broker-dealers. In the future, we may also have affiliates in other businesses.

SECTION III - How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

SECTION IV - Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- process claims and other transactions
- perform business research
- confirm or correct your information
- market new products to you
- help us run our business
- comply with applicable laws

SECTION V - Sharing Your Information With Others

We may share your personal information with your consent or as permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, creditor with a lien on your account)
- those listed in our "Using Your Information" section above

SECTION VI - Opting Out

You may tell us not to share your information with our affiliates for their own marketing purposes or unaffiliated business partners as part of a joint marketing arrangement. Even if you don't "opt out," we will not share your information with unaffiliated companies for their own marketing purposes without a joint marketing arrangement. We will give you an "opt-out" form when we first issue your policy. You can also "opt out" anytime by contacting your Agent directly or contacting us at:

MetLife Privacy Office
P. O. Box 489
Warwick, Rhode Island 02887-9954
(877) 638-7684
www.metlife.com/optout

If you hold a policy or account jointly with someone else, we will accept instructions from either of you, and apply them to the entire policy or account.

SECTION VII - Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. Generally, we will provide it as long as it is reasonably retrievable and within our control. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you anything we learned as part of a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION VIII - Questions

We want you to understand how we protect your privacy. If you have any questions about this notice, please contact us. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P. O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of these MetLife companies:

Metropolitan Life Insurance Company
New England Life Insurance Company
MetLife Investors Insurance Company
MetLife Investors USA Insurance Company

First MetLife Investors Insurance Company
MetLife Insurance Company of Connecticut
General American Life Insurance Company
Metropolitan Tower Life Insurance Company



BUSINESS CONTINUITY PLAN DISCLOSURE¹

MetLife, Inc. together with each of its subsidiaries and affiliates, including its broker dealer affiliates, (collectively “MetLife”) is committed to safeguarding the interests of our clients and customers in the event of an emergency or significant business disruption (“SBD”). MetLife’s comprehensive business continuity strategy is designed to enable MetLife to meet its existing obligations to its clients and customers in the event of an emergency or SBD by safeguarding employees’ lives and firm property, making a financial and operational assessment, quickly recovering and resuming operations, protecting all of MetLife’s books and records, and allowing customers to transact business.

MetLife has a documented corporate policy requiring each Business Unit to develop a business continuity plan (hereinafter “Business Continuity Plan”). Pursuant to this policy, MetLife’s I/T Risk and Business Recovery (“ITRBR”) department has the full-time responsibility of coordinating the development, testing and maintenance of all MetLife Business Continuity Plans. ITRBR also manages contracts with recovery services vendors and is responsible for management reporting on all aspects of continuity. A formal process that includes a continuous review of internal controls enforces the corporate policy on continuity.

Business Continuity Plans have been developed, tested and approved by management for all MetLife business locations and production IT systems and applications. The plans reside in a common, best-of-breed database and are routinely updated by business units and ITRBR staff. The database is replicated between two sites that are approximately 180 miles apart. Business Impact Analyses are used to keep the Business Continuity Plans aligned with business requirements.

Recovery resources are identified in advance and are obtained from several sources. These resources exist either within MetLife’s capabilities or are obtained from recovery services vendors under contract.

Local crisis management teams are in place in all MetLife locations. These local crisis teams are charged with recording and managing any potential or actual crisis at the site from the time a situation occurs to the resolution of the incident and resumption of normal business operations.

MetLife’s Business Continuity Plans address advance preparations and actions to be taken in response to disruptions of various magnitudes. The Business Continuity Plans address the potential impact of varying levels of disruptions to MetLife employees, equipment, computer and telecommunications systems, and office facilities. While it is impossible to anticipate every type of disruption that could effect MetLife’s businesses, examples of the incidents covered by the Business Continuity Plans include, but are not limited to, terrorists attacks, hurricanes, fires, bomb threats, earthquakes, public transportation strikes, IT disruptions and cyber-threats.



MetLife maintains back-up systems and power supplies that allow critical computer and telecommunications systems and facility functions to be maintained in the event of minor, local disruptions. The duration of the disruption will depend on the nature and extent of the emergency or SBD.

In the event of an SBD, where it is not possible to conduct business from one of MetLife's offices, the company has contracted with a recovery services vendor for use of a remote alternate site equipped with sufficient resources to support critical business operations. Telephone service would be re-routed to this site. MetLife's networks and major business applications are replicated daily in a different geographical location from the company's offices, enabling it to access these systems from the remote site should the local systems become unavailable. As required in the Business Continuity Plans, MetLife is generally prepared to restore critical business functionality at the alternate site no later than 48 hours after declaration of an SBD. Other employees have been designated to work from home during periods of major disruptions.

The MetLife's Business Continuity Plans are reviewed as necessary, and at least annually, to ensure they account for technology, business and regulatory changes, operations, structure or location. The Business Continuity Plans are subject to change, and material changes will be updated promptly on the MetLife public website and all affiliates' websites. You may obtain a current written copy of this notice by contacting a MetLife representative or writing to us at:

MetLife
One MetLife Plaza
Long Island City, New York 11101
Attn: Corporate Ethics and Compliance

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• Not Guaranteed By Any Bank Or Credit Union • May Go Down In Value

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Issued by:
Metropolitan Life Insurance Company
200 Park Avenue
New York, NY 10166

Distributed by:
MetLife Investors Distribution Company
5 Park Plaza, Suite 1900
Irvine, CA 92614

Book 248

CL-8000

Date of First Use: May 1, 2010

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