



Participant Comparative Chart  
Registered MetLife Retirement  
Perspectives-Converted Variable Annuity  
Contract (the “Contract”) issued by MetLife  
Insurance Company USA, a Designated  
Investment Alternative Under Your Participant-  
Directed Individual Account Plan

MetLife Insurance Company USA

As of May 1, 2015

## Introduction

This document includes important information to help You compare the investment options available through the Annuity Contract or Annuity Certificate issued to You that serves as a designated investment alternative for Your employer's participant directed individual account Plan. MetLife is the issuer of the designated investment alternative; We are not the Plan Sponsor, Trustee or in any manner a party to Your employer's participant-directed individual account Plan.

The Annuity Contract and the Plan are two separate documents with different purposes and parties. As a Participant in the Plan, You have elected to participate in directing the investment of your contributions within the various designated investment alternatives in the Plan, including this Annuity Contract. You pay the fees and expenses described in this document if You invest monies in the options described here, to the extent they are offered under the Plan. For more information regarding the relationship between the group Annuity Contract, i.e, the designated investment alternative, and Your Plan, please see the prospectus. If You want additional information about Your investment options, please contact Your Plan Administrator or visit Our website at [www.metlife.com](http://www.metlife.com).

Please refer to Your Contract and prospectus for information about the features of Your Contract. This fee disclosure Report is not intended to replace, substitute, or interpret the terms or information contained in those documents. The Contract and prospectus will control in the event of a conflict with this Report.

## ***Regulatory Requirements***

This document has 3 parts.

- ✓ Part I consists of performance information for the investment options within this designated investment alternative. This part shows you how well the investments have performed in the past.
- ✓ Part II shows you the fees and expenses you will pay if you invest in an option.
- ✓ Part III contains information about the Annuity options under your participant-directed individual account Plan.



## Important Terms You Should Know

**Accumulation Period**— the period before the commencement of Annuity Payments.

**Accumulation Unit** — an accounting unit of measure used to calculate Contract Values before Annuity Payments begin.

**Annuitant**—a person on whose life the Maturity Date depends, and Annuity Payments are made.

**Annuity**—payment of income for a stated period or amount.

**Annuity Payments**— a series of periodic payments (i) for life; (ii) for life with a minimum number of payments; (iii) for the joint lifetime of the Annuitant and another person, and thereafter during the lifetime of the survivor; or (iv) for a fixed period.

**Annuity Period**—the period following commencement of Annuity Payments.

**Annuity Unit** —an accounting unit of measure used to calculate the amount of Annuity Payments.

**Beneficiary(ies)** — the person(s) or trustee designated to receive any remaining contractual benefits in the event of a Participant's, Annuitant's or Contract Owner's death, as applicable.

**Cash Surrender Value**— the Contract Value less any amounts deducted upon a withdrawal or surrender, outstanding loans, if available under the Contract, any applicable Premium Taxes or other surrender charges not previously deducted.

**Certificate**-- (if applicable), the document issued to Participants under a master group Contract. Any reference to the Contract includes the underlying Certificate.

**Code**—the Internal Revenue Code of 1986, as amended, and all related laws and regulations that are in effect during the term of this Contract.

**Company (We, Us, Our)**— MetLife Insurance Company USA.

**Competing Fund**—any investment option under the Plan, which, in Our opinion, consists primarily of fixed-income securities and/or money market instruments.

**Contract**—for convenience, means the Contract or Certificate, (if applicable). For example, Contract Year also means Certificate Year.

**Contract Date** — the date on which the Contract is issued. For certain group Contracts, it is the date on which the Contract becomes effective, as shown on the specifications page of the Contract.

**Contract Discontinuance**— termination of the Contract by the Contract Owner of the Contract and all Certificates, if any.

**Contract Owner**—the person named in the Contract (on the specifications page). For certain group Contracts, the Contract Owner is the trustee or other entity which owns the Contract.

**Contract Value**— the value of the Accumulation Units in Your Account (or a Participant's Individual Account, if applicable) less any reductions for administrative charges, (hereinafter referred to in this disclosure as Contract Value).

**Contract Year**—twelve month periods beginning with the Contract Date, or any anniversary thereof.

**Death Report Date** —the day on which We have received (i) Due Proof of Death and (ii) written payment instructions or election of spousal or Beneficiary Contract continuation in Good Order.

**Due Proof of Death**— (i) a copy of a certified death certificate; (ii) a copy of a certified decree of a court of competent jurisdiction as to the finding of death; (iii) a written statement by a medical doctor who attended the deceased; or (iv) any other proof satisfactory to Us.

**ERISA** —The Employee Retirement Income Security Act of 1974, as amended, and all related laws and regulations which are in effect during the term of this Contract.

**Excess Plan Contributions**— Plan contributions including excess deferrals, excess contributions, excess aggregate contributions, excess annual additions, and excess nondeductible contributions that require correction by the Plan Administrator.

**Fixed Account**—an account that consists of all of the assets under the Contract other than those in the Separate Account. The Fixed Account is part of the general assets of the Company.

**Fixed Annuity**— an Annuity payout option with payments which remain fixed as to dollar amount throughout the payment period and which do not vary with the investment experience of a Separate Account.

**Funding Options**—the variable investment options to which Purchase Payments under the Contract may be allocated.

**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 accurate. 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.

**Home Office**— the Home Office of MetLife Insurance Company USA, is 1209 Orange Street, Wilmington, DE 19801 and the principal administrative office at 11225 North Community House Rd. Charlotte, NC 28277, or any other office that We may designate for the purpose of administering this Contract.

**Individual Account**— an account which Accumulation Units are credited to a Participant or Beneficiary under the Contract.

**Maturity Date/ Annuity Commencement Date** — the date on which the Annuity Payments are to begin, (herein after referred to in this disclosure as Maturity Date).

**Net Investment Rate**—Assumed investment return during the Annuity Period for a Variable Annuity.

**Participant**—an individual participating under a group Contract or an eligible person who is a member in the Plan.

**Payment Option**— an Annuity or income option elected under Your Contract.

**Plan**—for a group Contract, the Plan or the arrangement used in a retirement Plan or program whereby the Purchase Payments and any gains are intended to qualify under Sections 401 and 403(b) of the Code.



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**Plan Administrator**— the corporation or other entity so specified on the application or purchase order. If none is specified, the Plan Trustee is the Plan Administrator.

**Plan Termination**—termination of Your Plan, including partial Plan Termination, as determined by Us.

**Plan Trustee**— the trustee specified in the Contract specifications.

**Premium Tax** —the amount of tax, if any, charged by the state or municipality.

**Purchase Payments**— the premium payment(s) applied to the Contract, less any Premium Taxes, (if applicable).

**Qualified Contract** —a Contract used in a retirement Plan or program that is intended to qualify under Sections 401 or 403 of the Code.

**Separate Account**— a segregated account, the assets of which are invested solely in the Underlying Funds. The assets of the Separate Account are held exclusively for the benefit of Contract Owners.

**Subaccount**—that portion of the assets of a Separate Account that is allocated to a particular Underlying Fund.

**Third Party Administrator (“TPA”)**— an entity that has separately contracted with the Contract Owner to provide administrative and/or distribution services for the Plan.

**Underlying Fund**— a portfolio of an open-end management investment company that is registered with the Securities and Exchange Commission (“SEC”) in which the Subaccounts invest.

**Valuation Date** —a day on which the New York Stock Exchange (“NYSE”) is open for business. The value of each Subaccount is determined as of the close of the NYSE on such days.

**Valuation Period**—the period between the end of one Valuation Date and the end of the next Valuation Date.

**Variable Annuity**—an Annuity payout option providing for payments varying in amount in accordance with the investment experience of the assets held in the underlying securities of the Separate Account.

**Written Request**— written instructions or information sent to Us in a form and content satisfactory to Us and received in Good Order at Our Home Office.

**You, Your**— “You” is the Participant

**Your Account**— Accumulation Units credited to You under this Contract.

**Part I. Performance Information as of December 31, 2014**

Underlying Fund	1 Year	5 Years	10 Years or Since Subaccount Inception	Benchmark	1 Year	5 Years	10 Years
<b>American Funds Global Equities - Class C</b>							
American Funds Global Growth Fund	-3.79%	8.63%	6.93%	MSCI ACWI (All Country World Index)	4.16%	9.17%	6.09%
American Funds Growth Fund	2.03%	11.64%	6.17%	S&P MidCap 400 Index	9.77%	16.54%	9.71%
American Funds Growth-Income Fund	4.03%	11.72%	5.44%	S&P 500 Index	13.69%	15.45%	7.67%
<b>Contrafund* Portfolio - Class C</b>							
Contrafund* Portfolio	4.99%	12.10%	6.94%	S&P 500 Index	13.69%	15.45%	7.67%
Mid Cap Portfolio	-0.30%	11.65%	7.66%	S&P MidCap 400 Index	9.77%	16.54%	9.71%
<b>Franklin Small-Mid Cap Growth VIP Fund† - Class C</b>							
Franklin Small-Mid Cap Growth VIP Fund†	1.06%	12.89%	6.00%	Russell Midcap Growth Index	11.90%	16.94%	9.43%
				S&P 500 Index	13.69%	15.45%	7.67%
Templeton Developing Markets VIP Fund	13.86%	-1.40%	4.09%	MSCI Emerging Markets (EM) Index	-2.19%	1.78%	3.93%
				S&P/IFCI Composite Index	-1.11%	2.69%	9.38%
Templeton Foreign VIP Fund	16.44%	2.80%	3.07%	MSCI EAFE Index	-4.90%	5.33%	4.43%
<b>Enterprise Portfolio - Class C</b>							
Enterprise Portfolio	5.54%	14.44%	8.67%	Russell Midcap Growth Index	11.90%	16.94%	9.43%
<b>Western Asset Corporate Bond Fund - Class C</b>							
Western Asset Corporate Bond Fund	1.69%	5.94%	3.18%	Barclays U.S. Credit Index	7.49%	6.25%	5.46%
<b>ClearBridge Variable Aggressive Growth Portfolio - Class C</b>							
ClearBridge Variable Aggressive Growth Portfolio	13.21%	19.93%	8.64%	Russell 3000 Growth Index	12.44%	15.89%	8.50%
ClearBridge Variable Appreciation Portfolio	4.37%	12.14%	6.37%	S&P 500 Index	13.69%	15.45%	7.67%
ClearBridge Variable Dividend Strategy Portfolio	6.83%	12.66%	5.11%	Russell 3000 Value Index	12.70%	15.34%	7.26%
ClearBridge Variable Large Cap Growth Portfolio	7.19%	13.61%	6.22%	Russell 1000 Growth Index	13.05%	15.81%	8.49%
ClearBridge Variable Large Cap Value Portfolio	5.04%	12.66%	5.92%	Russell 1000 Value Index	13.45%	15.42%	7.30%
ClearBridge Variable Small Cap Growth Portfolio	-2.13%	16.30%	7.41%	Russell 2000 Growth Index	5.60%	16.80%	8.54%
<b>Western Asset Variable Global High Yield Bond Portfolio - Class C</b>							
Western Asset Variable Global High Yield Bond Portfolio	-7.05%	5.91%	4.39%	Barclays Global High Yield Index	2.58%	9.20%	8.27%
<b>American Funds® Allocation Portfolios - Class C</b>							
American Funds® Balanced Allocation Portfolio - Class C	-0.28%	7.52%		Dow Jones Moderate Index	5.35%	8.92%	6.35%
American Funds® Growth Allocation Portfolio - Class C	0.04%	8.92%		Dow Jones Moderately Aggressive Index	5.90%	10.60%	7.14%
American Funds® Moderate Allocation Portfolio - Class C	-0.24%	6.16%		Dow Jones Moderate Index	5.35%	8.92%	6.35%
BlackRock High Yield Portfolio - Class A	-2.65%	7.79%	5.81%	Barclays U.S. Corporate High Yield 2% Issuer Capped Index	2.46%	8.98%	7.73%
Clarion Global Real Estate Portfolio - Class A	6.89%	8.52%	3.08%	FTSE EPRA /NAREIT Developed Index	15.89%	12.03%	6.90%
ClearBridge Aggressive Growth Portfolio - Class A	11.63%	11.91%	8.05%	Russell 3000 Growth Index	12.44%	15.89%	8.50%

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Underlying Fund	1 Year	5 Years	10 Years or Since Subaccount Inception	Benchmark	1 Year	5 Years	10 Years
Harris Oakmark International Portfolio - Class A	- 11.16%	8.05%	5.87%	MSCI EAFE Index	-4.90%	5.33%	4.43%
Invesco Comstock Portfolio - Class B	2.79%	12.71%	5.04%	Russell 1000 Value Index	13.45%	15.42%	7.30%
Invesco Mid Cap Value Portfolio - Class B	3.10%	12.68%	4.86%	Russell Midcap Value Index	14.75%	17.43%	9.43%
Invesco Small Cap Growth Portfolio - Class A	1.73%	15.69%		Russell 2000 Growth Index	5.60%	16.80%	8.54%
JPMorgan Small Cap Value Portfolio - Class A	-1.59%	9.71%		Russell 2000 Value Index	4.22%	14.26%	6.89%
Lord Abbett Bond Debenture Portfolio - Class A	-1.15%	6.97%	5.94%	Barclays U.S. Aggregate Bond Index	5.97%	4.45%	4.71%
				BofA Merrill Lynch High Yield Master II Constrained Index	2.51%	8.85%	7.62%
				Hybrid Index	4.58%	8.61%	7.05%
MetLife Asset Allocation 100 Portfolio - Class B	-1.18%	9.62%		Dow Jones Aggressive Index	6.59%	12.37%	7.87%
MetLife Small Cap Value Portfolio - Class B	-4.36%	9.73%	4.47%	Dow Jones U.S. Small Cap Total Stock Market Index	6.39%	17.02%	9.51%
				Russell 2000 Value Index	4.22%	14.26%	6.89%
MFS® Emerging Markets Equity Portfolio - Class A	- 11.83%	-0.28%		MSCI Emerging Markets (EM) Index	-2.19%	1.78%	3.93%
MFS® Research International Portfolio - Class B	- 12.50%	3.39%		MSCI All Country World ex-U.S. Index	-3.87%	4.43%	5.13%
				MSCI EAFE Index	-4.90%	5.33%	4.43%
Oppenheimer Global Equity Portfolio - Class E	-3.97%	8.91%		MSCI ACWI (All Country World Index)	4.16%	9.17%	6.09%
PIMCO Inflation Protected Bond Portfolio - Class A	-2.98%	2.54%		Barclays U.S. TIPS Index	3.64%	4.11%	4.37%
PIMCO Total Return Portfolio - Class B	-2.03%	2.71%	4.26%	Barclays U.S. Aggregate Bond Index	5.97%	4.45%	4.71%
Pioneer Fund Portfolio - Class A	4.52%	10.73%	5.25%	S&P 500 Index	13.69%	15.45%	7.67%
Pioneer Strategic Income Portfolio - Class A	-1.66%	4.79%	5.12%	Barclays U.S. Universal Index	5.56%	4.81%	4.91%
T. Rowe Price Large Cap Value Portfolio - Class B	6.52%	12.99%		Russell 1000 Value Index	13.45%	15.42%	7.30%
T. Rowe Price Large Cap Value Portfolio - Class E††	4.93%	11.21%	2.62%	Russell 1000 Value Index	13.45%	15.42%	7.30%
WMC Large Cap Research Portfolio - Class E	6.84%	12.35%	5.47%	Russell 1000 Index	13.24%	15.64%	7.96%
				S&P 500 Index	13.69%	15.45%	7.67%
<b>Recombinant Core Fund</b>							
BlackRock Bond Income Portfolio - Class A	0.69%	3.89%	3.04%	Barclays U.S. Aggregate Bond Index	5.97%	4.45%	4.71%
BlackRock Capital Appreciation Portfolio - Class A	2.40%	10.84%		Russell 1000 Growth Index	13.05%	15.81%	8.49%
BlackRock Large Cap Value Portfolio - Class B	3.15%	10.92%		Russell 1000 Value Index	13.45%	15.42%	7.30%
BlackRock Money Market Portfolio - Class E	-5.97%	-1.72%	-0.06%	Bank of America / Merrill Lynch 3-Month U.S. Treasury Bill Index	0.03%	0.09%	1.54%
Frontier Mid Cap Growth Portfolio - Class D	4.43%	10.81%	5.11%	Russell Midcap Growth Index	11.90%	16.94%	9.43%
Jennison Growth Portfolio - Class A	2.55%	12.10%	6.70%	Russell 1000 Growth Index	13.05%	15.81%	8.49%

Underlying Fund	1 Year	5 Years	10 Years or Since Subaccount Inception	Benchmark	1 Year	5 Years	10 Years
MetLife Asset Allocation 20 Portfolio – Class B	-1.76%	4.39%		Dow Jones Conservative Index	3.86%	4.88%	4.73%
MetLife Asset Allocation 40 Portfolio – Class B	-1.34%	6.04%		Dow Jones Moderately Conservative Index	4.78%	7.03%	5.38%
MetLife Asset Allocation 60 Portfolio – Class B	-1.22%	7.52%		Dow Jones Moderate Index	5.35%	8.92%	6.35%
MetLife Asset Allocation 80 Portfolio – Class B	-1.05%	8.85%		Dow Jones Moderately Aggressive Index	5.90%	10.60%	7.14%
MetLife Stock Index Portfolio - Class A	6.60%	13.19%	5.58%	S&P 500 Index	13.69%	15.45%	7.67%
MFS® Total Return Portfolio - Class F	1.95%	8.11%	4.31%	Barclays U.S. Aggregate Bond Index	5.97%	4.45%	4.71%
				S&P 500 Index	13.69%	15.45%	7.67%
MFS® Value Portfolio - Class A	4.19%	12.58%	6.70%	Russell 1000 Value Index	13.45%	15.42%	7.30%
Neuberger Berman Genesis Portfolio - Class A	-5.96%	9.42%	4.58%	Russell 2000 Value Index	4.22%	14.26%	6.89%
T. Rowe Price Large Cap Growth Portfolio - Class B	2.33%	13.61%	7.12%	Russell 1000 Growth Index	13.05%	15.81%	8.49%
T. Rowe Price Small Cap Growth Portfolio - Class B	0.28%	17.43%	5.95%	MSCI U.S. Small Cap Growth Index	4.69%	18.02%	10.03%
Western Asset Management U.S. Government Portfolio - Class A	-3.18%	1.70%	1.59%	Barclays U.S. Intermediate Government Bond Index	2.52%	2.78%	3.76%
WMC Balanced Portfolio – Class A	3.96%	9.35%		Barclays U.S. Aggregate Bond Index	5.97%	4.45%	4.71%
				Russell 1000 Index	13.24%	15.64%	7.96%
				S&P 500 Index	13.69%	15.45%	7.67%
WMC Core Equity Opportunities Portfolio – Class A	4.03%	10.47%	4.68%	Russell 1000 Index	13.24%	15.64%	7.96%
				S&P 500 Index	13.69%	15.45%	7.67%
<b>Domestic Balanced Portfolios</b>							
1919 Variable Socially Responsive Balanced Fund	2.78%	8.11%	4.68%	Barclays U.S. Aggregate Index	5.97%	4.45%	4.71%
				S&P 500 Index	13.69%	15.45%	7.67%



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**Table 2** focuses on the performance of investment options that have a fixed or stated rate of return. Table 2 shows the annual rate of return of each such option, the term or length of time that you will earn this rate of return, and other information relevant to performance.

<b>Table 2—Fixed Return Investments</b>			
<b>Name/ Type of Option</b>	<b>Return</b>	<b>Term</b>	<b>Other</b>
Registered Fixed Account Option	3%	Purchase payments are credited from day of deposit for 12 months; After the first year, the purchase payment is then credited to the end of the calendar year and then annually thereafter	Registered MetLife Retirement Perspectives-VSP has a Fixed account available which is offered as a rider to the variable Annuity Contract. For more information regarding the Fixed account, please see the separate prospectus for the Registered Fixed Account Option.

### Part II. Fee and Expense Information as of December 31, 2014

Table 3 shows the Total Annual Operating Expenses of the options in Table 1. Total Annual Operating Expenses are expenses that reduce the rate of return of the investment option. Contract holder fees are also described in this section and these fees are in addition to the Total Annual Operating Expenses.

<b>Underlying Fund</b>	<b>Management Fee</b>	<b>Distribution and/or Service (12b-1) Fee</b>	<b>Other Expenses</b>	<b>Acquired Fund Fees and Expenses</b>	<b>Total Annual Operating Expenses</b>	<b>Contractual Fee Waiver and/or Expense Reimbursement</b>	<b>Net Total Annual Operating Expenses</b>	<b>Per \$1000</b>
<b>American Funds Global Growth Funds</b>								
American Funds Global Growth Fund	0.52%	0.25%	0.03%	0.00%	0.80%	—	0.80%	\$8.00
American Funds Growth Fund	0.33%	0.25%	0.02%	0.00%	0.60%	—	0.60%	\$6.00
American Funds Growth-Income Fund	0.27%	0.25%	0.02%	0.00%	0.54%	—	0.54%	\$5.40
<b>Contrafund® Portfolio</b>								
Contrafund® Portfolio	0.55%	0.25%	0.08%	0.00%	0.88%	—	0.88%	\$8.80
Mid Cap Portfolio	0.55%	0.25%	0.08%	0.00%	0.88%	—	0.88%	\$8.80
<b>Franklin Templeton Developing Markets and Foreign Funds</b>								
Franklin Small-Mid Cap Growth VIP Fund†	0.77%	0.25%	0.03%	0.00%	1.05%	—	1.05%	\$10.50
Templeton Developing Markets VIP Fund	1.24%	0.25%	0.12%	0.00%	1.61%	—	1.61%	\$16.10
Templeton Foreign VIP Fund	0.74%	0.25%	0.03%	0.00%	1.02%	—	1.02%	\$10.20

Underlying Fund	Management Fee	Distribution and/or Service (12b-1) Fee	Other Expenses	Acquired Fund Fees and Expenses	Total Annual Operating Expenses	Contractual Fee Waiver and/or Expense Reimbursement	Net Total Annual Operating Expenses	Per \$1000
<b>Enterprise Portfolio - Class C</b>								
Enterprise Portfolio	0.64%	0.25%	0.04%	0.00%	0.93%	—	0.93%	\$9.30
<b>Western Asset Corporate Bond Fund - Class A</b>								
Western Asset Corporate Bond Fund	0.50%	0.25%	0.28%	0.00%	1.03%	—	1.03%	\$10.30
<b>ClearBridge Variable Aggressive Growth Portfolio - Class A</b>								
ClearBridge Variable Aggressive Growth Portfolio	0.75%	0.00%	0.05%	0.00%	0.80%	0.00%	0.80%	\$8.00
ClearBridge Variable Appreciation Portfolio	0.70%	0.00%	0.04%	0.00%	0.74%	0.00%	0.74%	\$7.40
ClearBridge Variable Dividend Strategy Portfolio	0.75%	0.00%	0.06%	0.00%	0.81%	0.00%	0.81%	\$8.10
ClearBridge Variable Large Cap Growth Portfolio	0.75%	0.00%	0.10%	0.00%	0.85%	0.00%	0.85%	\$8.50
ClearBridge Variable Large Cap Value Portfolio	0.65%	0.00%	0.07%	0.00%	0.72%	0.00%	0.72%	\$7.20
ClearBridge Variable Small Cap Growth Portfolio	0.75%	0.00%	0.07%	0.00%	0.82%	0.00%	0.82%	\$8.20
<b>Western Asset Variable Global High Yield Bond Portfolio - Class A</b>								
Western Asset Variable Global High Yield Bond Portfolio	0.70%	0.00%	0.11%	0.00%	0.81%	0.00%	0.81%	\$8.10
<b>American Funds® Balanced Allocation Portfolio - Class C</b>								
American Funds® Balanced Allocation Portfolio - Class C	0.06%	0.55%	0.00%	0.42%	1.03%	—	1.03%	\$10.30
American Funds® Growth Allocation Portfolio - Class C	0.06%	0.55%	0.01%	0.43%	1.05%	—	1.05%	\$10.50
American Funds® Moderate Allocation Portfolio - Class C	0.06%	0.55%	0.01%	0.40%	1.02%	—	1.02%	\$10.20
BlackRock High Yield Portfolio - Class A	0.60%	0.00%	0.08%	0.08%	0.76%	—	0.76%	\$7.60
Clarion Global Real Estate Portfolio - Class A	0.59%	0.00%	0.05%	0.00%	0.64%	—	0.64%	\$6.40
ClearBridge Aggressive Growth Portfolio - Class A	0.55%	0.00%	0.02%	0.00%	0.57%	0.01%	0.56%	\$5.60
Harris Oakmark International Portfolio - Class A	0.77%	0.00%	0.06%	0.00%	0.83%	0.02%	0.81%	\$8.10
Invesco Comstock Portfolio - Class B	0.56%	0.25%	0.02%	0.00%	0.83%	0.02%	0.81%	\$8.10
Invesco Mid Cap Value Portfolio - Class B	0.64%	0.25%	0.05%	0.04%	0.98%	0.02%	0.96%	\$9.60
Invesco Small Cap Growth Portfolio - Class A	0.84%	0.00%	0.03%	0.00%	0.87%	0.01%	0.86%	\$8.60
JPMorgan Small Cap Value Portfolio - Class A	0.77%	0.00%	0.05%	0.02%	0.84%	0.09%	0.75%	\$7.50
Lord Abbett Bond Debenture Portfolio - Class A	0.51%	0.00%	0.04%	0.00%	0.55%	0.01%	0.54%	\$5.40
MetLife Asset Allocation 100 Portfolio - Class B	0.07%	0.25%	0.01%	0.68%	1.01%	—	1.01%	\$10.10

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Underlying Fund	Management Fee	Distribution and/or Service (12b-1) Fee	Other Expenses	Acquired Fund Fees and Expenses	Total Annual Operating Expenses	Contractual Fee Waiver and/or Expense Reimbursement	Net Total Annual Operating Expenses	Per \$1000
MetLife Small Cap Value Portfolio - Class B	0.74%	0.25%	0.03%	0.00%	1.02%	0.01%	1.01%	\$10.10
MFS® Emerging Markets Equity Portfolio - Class A	0.86%	0.00%	0.15%	0.00%	1.01%	0.02%	0.99%	\$9.90
MFS® Research International Portfolio - Class B	0.69%	0.25%	0.07%	0.00%	1.01%	0.06%	0.95%	\$9.50
Oppenheimer Global Equity Portfolio - Class E	0.66%	0.15%	0.08%	0.00%	0.89%	0.06%	0.83%	\$8.30
PIMCO Inflation Protected Bond Portfolio - Class A	0.47%	0.00%	0.09%	0.00%	0.56%	0.01%	0.55%	\$5.50
PIMCO Total Return Portfolio - Class B	0.48%	0.25%	0.03%	0.00%	0.76%	0.04%	0.72%	\$7.20
Pioneer Fund Portfolio - Class A	0.67%	0.00%	0.05%	0.00%	0.72%	0.05%	0.67%	\$6.70
Pioneer Strategic Income Portfolio - Class A	0.56%	0.00%	0.06%	0.00%	0.62%	—	0.62%	\$6.20
T. Rowe Price Large Cap Value Portfolio - Class B	0.57%	0.25%	0.02%	0.00%	0.84%	—	0.84%	\$8.40
T. Rowe Price Large Cap Value Portfolio - Class E†	0.57%	0.15%	0.02%	0.00%	0.74%	—	0.74%	\$7.40
WMC Large Cap Research Portfolio - Class E	0.57%	0.15%	0.03%	0.00%	0.75%	0.05%	0.70%	\$7.00
<b>BlackRock Bond Income Portfolio - Class A</b>								
BlackRock Bond Income Portfolio - Class A	0.32%	0.00%	0.03%	0.00%	0.35%	0.00%	0.35%	\$3.50
BlackRock Capital Appreciation Portfolio - Class A	0.69%	0.00%	0.02%	0.00%	0.71%	0.06%	0.65%	\$6.50
BlackRock Large Cap Value Portfolio - Class B	0.63%	0.25%	0.02%	0.00%	0.90%	0.03%	0.87%	\$8.70
BlackRock Money Market Portfolio - Class E	0.34%	0.15%	0.03%	0.00%	0.52%	0.02%	0.50%	\$5.00
Frontier Mid Cap Growth Portfolio - Class D	0.71%	0.10%	0.05%	0.00%	0.86%	0.01%	0.85%	\$8.50
Jennison Growth Portfolio - Class A	0.59%	0.00%	0.03%	0.00%	0.62%	0.08%	0.54%	\$5.40
MetLife Asset Allocation 20 Portfolio - Class B	0.09%	0.25%	0.03%	0.52%	0.89%	0.02%	0.87%	\$8.70
MetLife Asset Allocation 40 Portfolio - Class B	0.06%	0.25%	0.00%	0.56%	0.87%	—	0.87%	\$8.70
MetLife Asset Allocation 60 Portfolio - Class B	0.05%	0.25%	0.00%	0.60%	0.90%	—	0.90%	\$9.00
MetLife Asset Allocation 80 Portfolio - Class B	0.05%	0.25%	0.01%	0.65%	0.96%	—	0.96%	\$9.60
MetLife Stock Index Portfolio - Class A	0.25%	0.00%	0.02%	0.00%	0.27%	0.01%	0.26%	\$2.60
MFS® Total Return Portfolio - Class F	0.55%	0.20%	0.05%	0.00%	0.80%	—	0.80%	\$8.00
MFS® Value Portfolio - Class A	0.70%	0.00%	0.02%	0.00%	0.72%	0.14%	0.58%	\$5.80
Neuberger Berman Genesis Portfolio - Class A	0.80%	0.00%	0.03%	0.00%	0.83%	0.00%	0.83%	\$8.30
T. Rowe Price Large Cap Growth Portfolio - Class B	0.60%	0.25%	0.03%	0.00%	0.88%	0.02%	0.86%	\$8.60

Underlying Fund	Management Fee	Distribution and/or Service (12b-1) Fee	Other Expenses	Acquired Fund Fees and Expenses	Total Annual Operating Expenses	Contractual Fee Waiver and/or Expense Reimbursement	Net Total Annual Operating Expenses	Per \$1000
T. Rowe Price Small Cap Growth Portfolio - Class B	0.47%	0.25%	0.04%	0.00%	0.76%	—	0.76%	\$7.60
Western Asset Management U.S. Government Portfolio - Class A	0.47%	0.00%	0.02%	0.00%	0.49%	0.01%	0.48%	\$4.80
WMC Balanced Portfolio - Class A	0.46%	0.00%	0.07%	0.00%	0.53%	0.00%	0.53%	\$5.30
WMC Core Equity Opportunities Portfolio - Class A	0.70%	0.00%	0.03%	0.00%	0.73%	0.11%	0.62%	\$6.20
1919 Variable Socially Responsive Balanced Fund	0.65%	0.00%	0.29%	0.00%	0.94%	0.05%	0.89%	\$8.90

† Not available under all Contracts. Availability depends on Contract issue date.

The information shown in the table above was provided by the Underlying Funds and we have not independently verified that information. Net Total Annual Operating Expenses shown in the table reflect any current fee waiver or expense reimbursement arrangement that will remain in effect for a period of at least one year from the date of the Underlying Fund's 2015 prospectus. "0.00%" in the Fee Waiver and/or Expense Reimbursement column indicates that there is such an arrangement in effect for the Underlying Fund, but that the expenses of the Underlying Fund are below the level that would trigger the waiver or reimbursement. Fee waiver and expense reimbursement arrangements with a duration of less than one year, or arrangements that may be terminated without the consent of the Underlying Fund's board of directors or trustees, are not shown.

Certain Underlying Funds that have "Acquired Fund Fees and Expenses" are "fund of funds". Each "fund of funds" invests substantially all of its assets in other underlying funds. Because the Underlying Fund invests in other underlying funds, the Underlying Fund will bear its pro rata portion of the operating expenses in the underlying funds in which it invests, including the management fee. See the Underlying Fund prospectus for more information.

#### Underlying Funds Which are Fund of Funds

The following Underlying Funds available within the Metropolitan Series Fund and Met Investors Series Trust are "fund of funds":

MetLife Asset Allocation 20 Portfolio  
MetLife Asset Allocation 40 Portfolio  
MetLife Asset Allocation 60 Portfolio  
MetLife Asset Allocation 80 Portfolio  
MetLife Asset Allocation 100 Portfolio  
American Funds® Balanced Allocation Portfolio  
American Funds® Growth Allocation Portfolio  
American Funds® Moderate Allocation Portfolio

"Fund of funds" Underlying Funds in this Contract invest substantially all of their assets in other underlying funds. Therefore, each of these Underlying Funds in this Contract will bear its pro rata share of the fees and expenses incurred by the underlying funds in which it invests in addition to its own management fees and expenses. This will reduce the investment return of each of the fund of funds Underlying Funds in this Contract. The expense levels will vary over time, depending on the mix of



underlying funds in which the fund of funds Underlying Fund in this Contract invests. You may be able to realize lower aggregate expenses by investing directly in the underlying funds instead of investing in the fund of funds Underlying Funds in this Contract, if such underlying funds are available under the Contract. However, only some of the underlying funds are available under the Contract.

### **Payments We May Receive**

An investment adviser (other than Our affiliate MetLife Advisers, LLC) or sub-investment adviser of an Underlying Fund, 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 Underlying Funds. 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 Underlying Fund assets. Contract Owners, through their indirect investment in the Underlying Funds, bear the costs of these advisory fees (see the Underlying Funds' prospectuses for more information). The amount of the payments We receive is based on a percentage of assets of the Underlying Funds attributable to the Contracts and certain other variable insurance products that We and Our affiliates issue. These percentages differ and some investment advisers or sub-investment advisers (or other affiliates) may pay Us more than others. These percentages currently range up to 0.50%.

Additionally, an investment adviser (other than Our affiliate MetLife Advisers, LLC) or sub-investment adviser of an Underlying Fund 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 affiliate's amounts to participate in sales meetings. These amounts may be significant and may provide the investment adviser or sub-investment adviser (or its 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 adviser MetLife Advisers, LLC, which is formed as a "limited liability company." Our ownership interests in MetLife Advisers, LLC entitle Us to profit distributions if the investment adviser makes a profit with respect to the investment advisory fees it receives from the Underlying Funds. We will benefit accordingly from assets allocated to the Underlying Funds to the extent they result in profits to the investment adviser.

Certain Underlying Funds have adopted a Distribution Plan under Rule 12b-1 of the 1940 Act. An Underlying Fund's 12b-1 Plan, if any, is described in more detail in each Underlying Fund's prospectus. Any payments We receive pursuant to those 12b-1 Plans are paid to Us or Our distributor. Payments under an Underlying Fund's 12b-1 Plan decrease the Portfolio's investment return.

We select the Underlying Funds offered through the Contract based on a number of criteria, including asset class coverage, the strength of the adviser's or subadviser'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 Underlying Fund's adviser or subadviser is one of Our affiliates or whether the Underlying Fund, its adviser, its subadviser(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. As disclosed above, 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 Underlying Funds periodically and may remove an Underlying Fund or limit its availability to new Purchase Payments and/or transfers of Contract Value if We determine that the Underlying Fund no longer meets one or more of the selection criteria, and/or if the Underlying Fund has not attracted significant allocations from Contract Owners. In some cases, we have included Underlying Funds based on recommendations made by broker-dealer firms. These broker-dealer firms may receive payments from the Underlying Funds they recommend and may benefit accordingly from the allocation of Contract

Value to such Underlying Funds. When the Company develops a Variable Annuity product in cooperation with a fund family or distributor (e.g., "private label" product) the Company will generally include Underlying Funds based on recommendation made by the fund family or distributor, whose selection criteria may differ from the Company's selection criteria.

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

**Limitations on Allocations and Transfers:** Limits on making allocations or transfers may be imposed by the Plan or the Contract. Some of the Subaccounts may not be approved in Your state. Product limits or restrictions are described in the Contract. In addition, We impose restrictions intended to prevent "frequent transfers" (i.e., rapid trading in and out of a Subaccount). Please see the product prospectus for more information. The Employer may have more restrictions on making changes to Your allocations. If Your Employer has additional limits, they will be described in a separate document that will be provided to You by Your employer.

**Voting Rights**

The Company is the legal owner of the shares of the Underlying Funds. However, We believe that when an Underlying Fund solicits proxies in conjunction with a vote of shareholders We are required to obtain from You and from other owners' instructions on how to vote those shares. We will vote all shares, including those We may own on Our own behalf, and those where We have not received instructions from Contract Owners, in the same proportion as shares for which We received voting instructions. The effect of this proportional voting is that a small number of Contract Owners may control the outcome of a vote. Should We determine that We are no longer required to comply with the above, We will vote on the shares in Our own right. In certain limited circumstances, and when permitted by law, We may disregard voting instructions. If We do disregard voting instructions, a summary of that action and the reasons for such action would be included in the next annual report to Contract Owners.

**Contract Holder Fees**

<b>Participant Contract Fees and Expenses</b>		
<b>Name / Type of Option</b>	<b>Total Annual Mortality and Expense Fee Expenses</b>	
	<b>As a %</b>	<b>Per \$1000</b>
<b>Registered MetLife Retirement Perspectives - VSP Variable Annuity</b>	<b>1.50%</b>	<b>\$15.00</b>

The following tables describe the fees and expenses that You will pay when buying, owning, and surrendering the Contract. The first table describes the fees and expenses that You will pay at the time that You buy the Contract, surrender the Contract or transfer Contract Value between Funding Options. Expenses shown do not include Premium Taxes (ranging from 0% to 3.5%, which are applicable in certain jurisdictions), which may be applicable.



**Contract Owner Maximum Transaction Expenses**

**Surrender Charge**.....5% <sup>(1), (2), (3)</sup>  
 As a percentage of amount surrendered

**Contingent Deferred Sales Charge ("CDSC"):** ..... 5.50%  
 (Only Contracts issued prior to May 24, 2005) (As a percentage of Purchase Payments withdrawn)

**If withdrawn within 5 years after the Purchase Payment is made:** ..... 5.50%  
**If withdrawn 5 or more years after the Purchase Payment is made:** ..... .0%

**Variable Liquidity Benefit Charge**.....5% <sup>(3), (4)</sup>  
 (As a percentage value of the remaining Annuity Payments that are surrendered. The interest rate used to calculate this present value is 1% higher than the Assumed (Daily) Net Investment Factor used to calculate the Annuity Payments)

**Account Reduction Loan Initiation Fee**..... \$75.00

(1) For Contracts issued after May 24, 2005, the surrender charge will depend on the expected level of aggregate Contract assets during the first Contract Year, as determined by the Company. If the expected level of aggregate Contract assets during the first Contract Year is less than \$1,000,000, the surrender charge declines to zero after the end of the 5th Contract Year. The charge is as follows:

<u>Contract Year</u>		<u>Surrender Charge</u>
<u>Greater than or Equal to</u>	<u>But less than</u>	
0 years	1 years	5%
1 years	2 years	4%
2 years	3 years	3%
3 years	4 years	2%
4 years	5 years	1%
5+ years		0%

If the expected level of aggregate Contract assets during the first Contract Year is greater than or equal to \$1,000,000, there will be no surrender charge.

(2) For Contracts issued before May 24, 2005, The surrender charge declines to zero after end of the 8<sup>th</sup> Contract Year. The charge is as follows:

<u>Contract Year</u>		<u>Surrender Charge</u>
<u>Greater than or Equal to</u>	<u>But less than</u>	
0 years	2 years	5%
2 years	4 years	4%
4 years	6 years	3%
6 years	8 years	2%
8+ years		0%

(3) A Contract will have either a surrender charge or a contingent deferred sales charge, depending on the issue date.

(4) The withdrawal charge only applies when You make a surrender after beginning to receive Annuity payouts. For Contracts issued on or after May 24, 2005, the charge is as follows:

<u>Contract Year</u>		<u>Surrender Charge</u>
<u>Greater than or Equal to</u>	<u>But less than</u>	
0 years	1 years	5%
1 years	2 years	4%
2 years	3 years	3%
3 years	4 years	2%
4 years	5 years	1%
5+ years		0%

For Contracts issued before May 24, 2005, the charge is as follows:

<u>Greater than or Equal to</u>	<u>Contract Year</u> <u>But less than</u>	<u>Surrender Charge</u>
0 years	2 years	5%
2 years	4 years	4%
4 years	6 years	3%
6 years	8 years	2%
8+ years		0%

**Semi-Annual Administrative Charge:** ..... \$15.00  
Per Participant Individual Account (Allocated Contracts only)

**Installation Charge:** ..... \$1,000 <sup>(5)</sup>  
One-time charge applicable to allocated Contracts that has an average per Participant balance of less than \$5,000 as of the effective date of the Contract

The next table describes the fees and expenses that You will pay periodically during the time that You own the Contract, not including Underlying Fund fees and expenses.

**Maximum Annual Separate Account Charges**

**Range Of Daily Asset (Mortality & Expense Risk) Charge (6)(7)**

<b>Aggregate Contract Assets</b>	<b>Total Annual Daily Asset Charge</b>
\$0 — \$249,999.99	1.50%
\$250,000— \$999,999.99	1.30%
\$1,000,000— \$2,999,999.99	1.05%
\$3,000,000 and over	0.80%

We may reduce or eliminate the surrender charge, the contingent deferred sales charge, the semi-annual account charge and/or the daily asset charge under the Contract. See “Charges and Deductions” below.

(5)The Installation Charge is generally paid by the Plan sponsor, who may or may not allocate it among Participant accounts.

(6) The Daily Asset Charge will depend on the expected Aggregate Contract Assets during the first Contract Year, as determined by the Company

(7)We are waiving the following amounts of the Mortality and Expense Risk charge on these Subaccounts: 0.14% for the Subaccount investing in the ClearBridge Aggressive Growth Portfolio of the Met Investors Series Trust; 0.15% for the Subaccount investing in the Western Asset Management U.S. Government Portfolio of the Metropolitan Series Fund; and 0.11% for the Subaccount investing in the BlackRock High Yield Portfolio — Class A of the Met Investors Series Trust. We are also waiving an amount equal to the Underlying Fund expenses that are in excess of 0.90% for the Subaccount investing in the Harris Oakmark International Portfolio of the Met Investors Series Trust; an amount equal to the Underlying Fund expenses that are in excess of 0.87% of the Subaccount investing in the T. Rowe Price Large Cap Value Portfolio — Class B of the Met Investors Series Trust; an amount equal to the Underlying Fund expenses that are in excess of 0.65% for the Subaccount investing in the PIMCO Inflation Protected Bond Portfolio — Class A of the Met Investors Series Trust; an amount equal to the Underlying Fund expenses that are in excess of 1.12% for the Subaccount investing in the Invesco Mid Cap Value Portfolio — Class B of the Met Investors Series Trust; an amount equal to the Underlying Fund expenses that are in excess of 1.10% for the Subaccount investing in the MetLife Small Cap Value Portfolio — Class B of the Met Investors Series Trust; an amount equal to the Underlying Fund expenses that are in excess of 0.50% for the Subaccount investing in the BlackRock Money Market Portfolio – Class E of the Metropolitan Series Fund; an amount equal to the Underlying Fund expenses that are in excess of 0.84% for the Subaccount investing in the Invesco Comstock Portfolio – Class B of the Met Investors Series Trust; an amount equal to the Underlying Fund expenses that



are in excess of 1.22% for the Subaccount investing in the T. Rowe Price Large Cap Growth Portfolio – Class B of the Metropolitan Series Fund; and an amount equal to the Underlying Fund expenses that are in excess of 0.77% for the Subaccount investing in the Oppenheimer Global Equity Portfolio – Class E of the Met Investors Series Trust.

### **Free Withdrawal Allowance**

For Contracts in use with tax deferred Annuity Plans and combined Qualified Plans/tax-deferred Annuity Plans, there is currently a 10% free withdrawal allowance available each year after the first Contract Year. The available withdrawal amount will be calculated as of the first Valuation Date of any given Contract Year. The free withdrawal allowance applies to partial surrenders of any amount and to full surrenders.

### **Obligations under the Contract**

Obligations under the Contract are obligations of the Company. Any obligations that exceed the assets in the Separate Account are payable from the Company's general account. The amount of the guaranteed death benefit and Annuity Payments that exceeds the Contract Value is paid from the Company's 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 and are not guaranteed by any other party. 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. The Company 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 products.

### **Charges and Deductions—General**

We deduct the charges described below. The charges are for the services and benefits we provide, costs and expenses We incur and risks We assume under the Contracts.

Services and benefits We provide include:

- the ability for You to make withdrawals and surrenders under the Contracts;
- the death benefit paid on the death of the Participant;  
the available Funding Options and related programs (including, automatic rebalancing, and systematic withdrawal programs);
- administration of the Annuity options available under the Contracts; and
- the distribution of various reports to Contract Owners.

Costs and expenses we incur include:

- losses associated with various overhead and other expenses associated with providing the services and benefits provided by the Contracts;
- sales and marketing expenses including commission payments to Your sales agent; and
- other costs of doing business.

Risks we assume include:

- that Annuitants may live longer than estimated when the Annuity factors under the Contracts were established;
- that the amount of the death benefit will be greater than the Contract Value; and
- that the costs of providing the services and benefits under the Contracts will exceed the charges deducted.

We may also deduct a charge for taxes.

Unless otherwise specified, charges are deducted proportionately from all Funding Options in which You are invested.

We may reduce or eliminate the withdrawal charge, the administrative charges and/or the mortality and expense risk charge under the Contract based upon characteristics of the group. Such characteristics include, but are not limited to, the nature of the group, size, facility by which Purchase Payments will be paid, and aggregate amount of anticipated persistency. The availability of a reduction or elimination of the withdrawal charge or the administrative charge will be made in a reasonable manner and will not be unfairly discriminatory to the interest of any Contract Owner.

The amount of a charge may not necessarily correspond to the costs associated with providing the services or benefits indicated by the designated charge. For example, the withdrawal charge We collect may not fully cover all of the sales and distribution expenses We actually incur. We may also profit on one or more of the charges. We may use any such profits for any corporate purposes, including the payment of sales expenses.

Contracts purchased prior to May 24, 2005 may be subject to fees and charges that differ from those described herein based on a competitive bidding process, which may have included negotiation of fees and charges based on factors such as, but not limited to: the total number of Plan Participants, the aggregate of all Plan Participant Contract Values, present or anticipated levels of Purchase Payments, distributions, transfers, administrative expenses, and distribution expenses (including commissions payable to the selling broker-dealer).

#### **Surrender Charge**

Purchase Payments made under the Contract are not subject to a front-end sales load. However, upon redemption, the Company will charge either a surrender charge or a contingent deferred sales charge, as negotiated. The maximum contingent deferred sales charge is 5.5% of each Purchase Payment for a period of five years from the date the Purchase Payment was made. After five years from the date a Purchase Payment is made, the contingent deferred sales charge no longer applies to that Purchase Payment. The contingent deferred sales charge applies to each Purchase Payment You make.

For the contingent deferred sales charge, surrenders will be deemed taken from Purchase Payments in the order they were received by Us and then on any earnings.

The maximum surrender charge is 5% on the total amount withdrawn. For Contracts issued on or after May 24, 2005, the surrender charge applicable to Your Contract will depend on the expected level of aggregate Contract assets during the first Contract Year, as determined by the Company, and the length of time the Contract has been in force.

The contingent deferred sales or surrender charges can be changed if the Company anticipates it will incur decreased sales-related expenses due to the nature of the Plan to which the Contract is issued or the involvement of a TPA. When considering a change in the contingent deferred sales or surrender charges, the Company will take into account:

- (a) the size of Plan assets and the expected amount of annual contributions, and
- (b) the expected level of agent, TPA or Company involvement during the establishment and maintenance of the Contract, including the amount of enrollment activity required, and the amount of service required by the Contract Owner in support of the Plan, and
- (c) the expected level of commission the Company may pay to the agent for distribution expenses, and
- (d) any other relevant factors that the Company anticipates will increase or decrease the sales related expenses associated with the sale of the Contract in connection with the Plan.



The sales or surrender charge will not be assessed for withdrawals made under the following circumstances:

- retirement (as defined by the terms of Your Plan and consistent with Internal Revenue Service (“IRS”) rules)
- disability as defined in Code Section 72(m)(7)
- separation from service/severance from employment
- minimum required distributions (generally at age 70 1/2)
- loans (if available in Your Plan)
- return of Excess Plan Contributions
- hardship (as defined by the Code)
- transfers to an employer stock fund
- death
- certain Plan expenses as mutually agreed upon
- annuitization under this Contract or another contract issued by Us
- to avoid required federal income tax penalties (This waiver applies to amounts required to be distributed from this Contract only)
- if permitted in Your state, direct transfers to another funding vehicle or Annuity contract issued by Us or by one of Our affiliates and We agree .

A withdrawal made pursuant to a divorce or separation instrument is subject to the same surrender charge provisions described above, if permissible under tax law. In addition, the withdrawal will reduce the Contract Value and the death benefit. The withdrawal could have a significant negative impact on the death benefit.

#### **Daily Asset Charge**

This charge is also known as the mortality and expense (M&E) charge and is deducted on each Valuation Date from amounts held in the Separate Account. The charge will vary based on the expected aggregate Contract assets during the first Contract year, as determined by the Company. This charge is equal to a maximum of 1.50% annually, (1.30% for unallocated contracts in Florida) of the amounts allocated to each Funding Option. The daily asset charge applicable to Your Contract will depend on the expected level of aggregate Contract assets during the first Contract Year, as determined by the Company.

The mortality risk portion compensates the Company for guaranteeing to provide Annuity Payments according to the terms of the Contract regardless of how long the Annuitant lives and for providing the death benefit if a Participant dies prior to the Maturity Date. The expense portion of the daily asset charge compensates the Company for the risk that the charges under the Contract, which cannot be increased during the duration of the Contract, will be insufficient to cover actual costs. Actual costs and expenses We incur include:

- Losses associated with various overhead and other expenses associated with providing the services and benefits provided by the Contract;
- Sales, commission and marketing expenses, and
- Other costs of doing business.

We may, under some circumstances, agree to change the daily asset charge for a Plan from the charge level that would otherwise apply based on the aggregate Contract assets based on factors such as annual contributions, the number of employees, demographics of Plan Participants (which may reduce mortality and expenses of the Plan) and any other factors that the Company considers relevant.

Although Variable Annuity Payments made under the Contracts will vary in accordance with the investment performance of each Funding Option's investment portfolio, payments will not be affected by; (a) the Company's actual mortality experience among Annuitants after retirement, or (b) the Company's actual expenses, if greater than the deductions provided for in the Contracts because of the expense and mortality undertakings by the Company.

**Funding Option Expenses**

We summarized the charges and expenses of the Underlying Funds in the fee table. Please review the prospectus for each Underlying Fund for a more complete description of that fund and its expenses. Underlying Fund expenses are not fixed or guaranteed and are subject to change by the Underlying Fund.

**Variable Liquidity Benefit Charge**

If the Variable Liquidity Benefit is selected, there is a maximum charge of 5% of the amounts withdrawn during the Annuity Period. This charge is not assessed during the accumulation phase.

For Contracts issued on or after May 24, 2005, We will assess the charge as a percentage of the total benefit received as follows:

<u>Contract Year</u>		<u>Withdrawal Charge</u>
<u>Greater than or Equal to</u>	<u>But less than</u>	
0 years	1 years	5%
1 years	2 years	4%
2 years	3 years	3%
3 years	4 years	2%
4 years	5 years	1%
5+ years		0%

For Contracts issued before May 24, 2005, We will assess the charge as a percentage of the total benefit received as follows:

<u>Contract Year</u>		<u>Withdrawal Charge</u>
<u>Greater than or Equal to</u>	<u>But less than</u>	
0 years	2 years	5%
2 years	4 years	4%
4 years	6 years	3%
6 years	8 years	2%
8+ years		0%

**Semi-Annual Administrative Charge**

A semi-annual administrative charge of up to \$15 may be deducted from the value of each Participant's Individual Account for administrative expenses. The fee only applies to allocated Contracts and is assessed only during the Accumulation Period.

The semiannual administrative Contract fee cannot be increased. The charge is set at a level that does not exceed the average expected cost of the administrative services to be provided while the Contract is in force. In determining the level of the fee, We consider certain factors including, but not limited to, the following:

- The size and characteristics of the Contract and the group to which it is issued including: the annual amount of Purchase Payments per Participant, the expected turnover of employees,



whether the Contract Owner will remit Purchase Payment allocations electronically, and any other factors pertaining to the characteristics of the group or the Plan which may enable the Company to reduce the expense of administration.

- Determination of the Company's anticipated expenses in administering the Contract, such as: billing for Purchase Payments, producing periodic reports, providing for the direct payment of Contract charges rather than having them deducted from Contract Values, and any other factors pertaining to the level and expense of administrative services which will be provided under the Contract.
- TPA and/or agent involvement.

This charge is applied pro-rata to the Subaccounts. We will also prorate this charge (i.e., calculate) from the date of participation in the Plan. We will also prorate this charge if the Contract is terminated.

#### **Premium Tax and Other Taxes**

Certain state and local governments charge Premium Taxes ranging from 0% to 3.5%, depending upon jurisdiction. We are responsible for paying these taxes and will determine the method used to recover Premium Tax expenses incurred. We may deduct any applicable Premium Taxes from your Contract Value either upon death, surrender, annuitization, or at the time you make Purchase Payments to the Contract, but no earlier than when We have a tax liability under state law.

#### **Income Taxes**

We reserve the right to deduct from the Contract for any income taxes which We incur because of the Contract. In general, We believe under current federal income tax, We are entitled to hold reserves with respect to the Contract that offset Separate Account income. If this should change, it is possible We could incur income tax with respect to the Contract, and in that event We may deduct such tax from the Contract. At the present time, however, We are not incurring any such income tax or making any such deduction.

#### **Changes in Taxes Based upon Premium or Value**

If there is any change in a law assessing taxes against the Company based upon premiums, Contract gains or value of the Contract, We reserve the right to charge You proportionately for this tax.

#### **Contract Modification**

We reserve the right to modify the Contract to keep it qualified under all related law and regulations that are in effect during the term of this Contract. We will obtain the approval of any regulatory needed for the modifications.

#### **TPA Administrative Charges**

We may be directed by the Contract Owner to deduct charges from Purchase Payments or Contract Values for payment to the Contract Owner, the TPA and/or other specified party for Plan related expenses. We will send these fees directly to the party specified by the Contract Owner. These charges are not separately levied by the Contract and are not subject to withdrawal charges. Such charges may include maintenance fees, transaction fees, recordkeeping and other administrative fees.

The Company pays selected TPA's, some of which may be owned by or in which Your registered representative has a financial interest, a flat per Participant fee for various services in lieu of Our providing those services to Plan clients directly. We are solely responsible for the payment of these fees, and they are not deducted from Your Contract.

### **Account Reduction Loans**

We administer loan programs made available through Plans or group arrangements on an account reduction basis for certain Contracts. If the loan is in default and has been reported to the IRS as income but not yet offset, loan repayments will be posted as after-tax contributions. Loan amounts will be taken from amounts that are vested according to Your Plan or group arrangement on a pro-rata basis from the source(s) of money the Plan or group arrangement permits to be borrowed (c.g., money contributed to the Plan or group arrangement through salary reduction, elective deferrals, direct transfers, direct rollovers and employer contributions), then on a pro-rata basis from each Subaccount and the Fixed Account in which You then have a balance consisting of these sources of money. Loan repayments will be allocated on a pro-rata basis into the Funding Options and the Fixed Account in which You then have a balance. Loan repayment periods, repayment methods, interest rate, default procedures, tax reporting and permitted minimum and maximum loan amounts will be disclosed in the loan agreement documents. There may be initiation and maintenance fees associated with these loans.

### **Account Reduction Loan Fees**

We make available account reduction loans. If Your Plan or group of which You are a Participant or member permits account reduction loans, and You take an account reduction loan, there is a one-time \$75 Account Reduction Loan initiation fee. This fee is paid from the requested loan principal amount. There may be a \$50 annual maintenance fee per loan outstanding.

### **Termination of Allocated Contracts**

Under the allocated Contracts, if the Contract Value in a Participant's Individual Account is less than the termination amount as stated in Your Contract, We reserve the right to terminate that Participant's Individual Account and move the Contract Value of that Participant's Individual Account to Your Account.

We will not terminate any Participant's Individual Account that includes a guaranteed death benefit if at the time the termination would otherwise occur the guaranteed amount under any death benefit is greater than the Contract Value. For all other Participants We reserve the right to exercise this termination provision, subject to obtaining any required regulatory approvals. We will not exercise this provision under Contracts issued in New York.

However, if You are the Participant and the Plan determines to terminate the Contract at a time when You (the Participant) have a guaranteed amount under any death benefit that is greater than the Contract Value You (the 37 Participant) forfeit any guaranteed amount You (the Participant) have accrued under the death benefit upon termination of the Contract.

Any Contract Value to which a terminating Participant is not entitled under the Plan will be moved to Your Account at Your direction.

You may discontinue this Contract by Written Request at any time for any reason.

We reserve the right to discontinue this Contract if:

- (a) the Contract Value of the Contract is less than the termination amount stated in Your Contract (\$20,000 for allocated Contracts; or
- (b) We determine within Our sole discretion and judgment that the Plan or administration of the Plan is not in conformity with applicable law; or
- (c) We receive notice that is satisfactory to Us of Plan Termination.
- (d) pay You the Cash Surrender Value of the Funding Options, or distribute the Cash Surrender Value of each Participant's Individual Account as described in the settlement provisions section at Your direction; and



(e) pay You the Cash Surrender Value of the Fixed Account, if applicable. If the Contract is discontinued, We will distribute the Cash Surrender Value to You at the most current address available on Our records. Discontinuance of the Contract will not affect payments We are making under Annuity options that began before the date of discontinuance. In New York (for Contracts issued on or after April 30, 2007) and certain other states We are required to pay You the Contract Value upon Our discontinuance of the Contract.

The cumulative effect of fees and expenses can substantially reduce the growth of Your retirement savings. Visit the Department of Labor's Web site for an example showing the long-term effect of fees and expenses at [http://www.dol.gov/cbsa/publications/401k\\_employee.html](http://www.dol.gov/cbsa/publications/401k_employee.html). Fees and expenses are only one of many factors to consider when You decide to invest in an option. You may also want to think about whether an investment in a particular option, along with Your other investments, will help You achieve Your financial goals.

### Part III. Annuity Information

Table 4 describes the Annuity options currently available under the Contract. Under the Contract, You can choose a fixed Payment Option, a variable pay-out Payment Option or some combination of the two. We or Your Plan may limit Your choices of Annuity options.

Annuities are insurance Contracts that allow You to receive a stream of payments at regular intervals, usually beginning when You retire and guaranteed to last Your entire life. These payments may be fixed, variable or a combination of the two. Annuities are issued by insurance companies. Guarantees of an insurance company are subject to its long-term financial strength and claims-paying ability.

<b>Table 4—Annuity Options</b>	
<b>Name</b>	<b>Objectives / Goals</b>
<b>Life Annuity/No Refund</b>	A life Annuity is an Annuity payable during the lifetime of the Annuitant and terminating with the last monthly payment preceding the death of the Annuitant.
<b>Life Annuity With 120, 180 or 240 Monthly Payments Assured</b>	An Annuity payable monthly during the lifetime of an Annuitant with the provision that if, at the death of the Annuitant, payments have been made for less than 120,180 or 240 months, as elected, then We will continue to make payments to the designated Beneficiary during the remainder of the period.
<b>Life Annuity— Cash Refund</b>	<p>We will make monthly Annuity Payments during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant, provided that, at the death of the Annuitant, the Beneficiary will receive an additional payment equal to the dollar value, if any, of (a) minus (b) where, for a Variable Annuity:</p> <p>(a) is the total amount applied under the option divided by the Annuity Unit value on the due date of the first Annuity Payment; and</p> <p>(b) is</p> <p>(1) the number of Annuity Units represented by each payment; times</p> <p>(2) the number of payments made;</p> <p>and for a Fixed Annuity:</p>



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	<p>(a) is the Contract Value applied on the Maturity Date under this option and</p> <p>(b) is the dollar amount of Annuity Payments already paid.</p>
<b>Joint and Last Survivor Life Annuity</b>	Monthly Annuity Payments based upon the joint lifetime of two persons selected: payments made first to the Annuitant, and upon his/her death, paid to the survivor. No more payments will be made after the death of the survivor.
<b>Joint and Last Survivor Annuity—Annuity Reduced on Death of Primary Payee</b>	<p>Monthly Annuity Payments to the Annuitant during the joint lifetime of the two persons selected. One of the two persons will be designated as the primary payee. The other will be designated as the secondary payee. On the death of the secondary payee, if survived by the primary payee, We will continue to make monthly Annuity Payments to the primary payee in the same amount that would have been payable during the joint lifetime of the two persons.</p> <p>On the death of the primary payee, if survived by the secondary payee, We will continue to make monthly Annuity Payments to the secondary payee in an amount equal to 50% of the payments, which would have been made during the lifetime of the primary payee. No further payments will be made following the death of the survivor.</p>
<b>Payments for a Fixed Period of 120, 180, or 240 Months without Life Contingency</b>	We will make monthly payments for the period selected. If at the death of the Annuitant, payments have been made for less than 120, 180, or 240 months, as elected, We will continue to make payments to the designated Beneficiary during the remainder of the period. Please note that Option 6 may not satisfy the minimum required distribution rules for Qualified Contracts. Consult a tax adviser before electing this option.
<b>Other Annuity Options</b>	We will make other arrangements for Annuity Payments as may be mutually agreed upon by You and Us.
<b>Variable Liquidity Benefit</b>	<p>This benefit is only offered with the Variable Annuity option “Payments for a Fixed Period of 120, 180 or 240 Months without Life Contingency”.</p> <p>At any time after annuitization and before death, the Contract Owner may surrender and receive a payment equal to (A) minus (B), where (A) equals the present value of remaining certain payments, and (B) equals a withdrawal charge not to exceed the maximum withdrawal charge rate shown on the specifications page of the Contract multiplied by (A). The interest rate used to calculate the present value is a rate 1% higher than the assumed (daily) net investment factor used to calculate the Annuity Payments. The remaining period certain payments are assumed to be level payments equal to the most recent period certain payment prior to the request for this liquidity benefit. A withdrawal charge is not imposed if the surrender is made after the expiration of the withdrawal charge period shown on the specifications page of the Contract.</p>

## **Pricing Factors / Restrictions - Fees**

### **Maturity Date**

Under the Contract, You can receive regular income payments ("Annuity Payments"). You can choose the month and the year in which those payments begin ("Maturity Date"). You can also choose among income Plans (Annuity options). While the Annuitant is alive, You can change Your selection any time up to the Maturity Date. Annuity Payments will begin on the Maturity Date stated in the Certificate unless it has been fully surrendered or the proceeds have been paid to the Beneficiary before that date. (This requirement may be changed by Us.) Annuity Payments are a series of periodic payments; (a) for life; (b) for life with either a minimum number of payments or a specific amount assured; (c) for the joint lifetime of the Annuitant and another person, and thereafter during the lifetime of the survivor; or (d) for a fixed period or fixed amount. We may require proof that the Annuitant is alive before Annuity Payments are made. Not all options may be available in all states.

You may choose to annuitize at any time after You purchase the Contract. Certain Annuity options taken at the Maturity Date may be used to meet the minimum required distribution requirements of federal tax law, or a program of partial surrenders may be used instead. These mandatory distribution requirements take effect generally upon the death of the Contract Owner, or with Qualified Contracts upon either the later of the Contract Owner's attainment of age 70 1/2 or year of retirement; or the death of the Contract Owner. You should seek independent tax advice regarding the election of minimum required distributions.

### **Allocation of Annuity**

You may elect to receive Your Annuity Payments in the form of a Variable Annuity, a Fixed Annuity, or a combination of both. If, at the time Annuity Payments begin, You have not made an election, We will apply Your Contract Value to provide an Annuity funded by the same Funding Options as You have selected during the Accumulation Period. At least 30 days before the Maturity Date, You may transfer the Contract Value among the Funding Options in order to change the basis on which We will determine Annuity Payments. (See "Transfers.")

### **Transfers of Contract Value between Funding Options**

Subject to the limitations described below, You may transfer all or part of Your Contract Value between Funding Options at any time up to 30 days before the Maturity Date. After the Maturity Date, You may make transfers only if allowed by Your Contract or with Our consent. Transfer requests received at Our Home Office that are in Good Order before the close of the NYSE will be processed according to the value(s) next computed following the close of business. Transfer requests received on a non-business day or after the close of the NYSE will be processed based on the value(s) next computed on the next business day.

Contract Values may generally be transferred from the Funding Options to the Fixed Account at any time.

Where permitted by state law, We reserve the right to restrict transfers from the Funding Options to the Fixed Account whenever the credited interest rate on the Fixed Account is equal to the minimum guaranteed interest rate specified under the Contract.

Currently, there are no charges for transfers; however, We reserve the right to charge a fee for any transfer request which exceeds twelve per year. Since each Underlying Fund may have different overall expenses, a transfer of Contract Values from one Funding Option to another could result in Your investment becoming subject to higher or lower expenses. Also, when making transfers, You should consider the inherent risks associated with the Funding Options to which Your Contract Value is allocated.

### **Variable Annuity**

You may choose an Annuity payout that fluctuates depending on the investment experience of the Funding Options. We determine the number of Annuity Units credited to the Contract by dividing the first monthly Annuity Payment 34 attributable to each Funding Option by the corresponding Accumulation Unit value as of 14 days before the date Annuity Payments begin. We use an Annuity Unit to measure the dollar

value of an Annuity Payment. The number of Annuity Units (but not their value) remains fixed during the Annuity Period.

**Determination of First Annuity Payment.** Your Contract contains the tables We use to determine Your first monthly Annuity Payment. If You elect a Variable Annuity, the amount We apply to it will be the Contract Value as of 14 days before the date Annuity Payments begin, less any applicable Premium Taxes not previously deducted.

The amount of Your first monthly payment depends on the Annuity option You elected and the Annuitant's adjusted age. Your Contract contains the formula for determining the adjusted age. We determine the total first monthly Annuity Payment by multiplying the benefit per \$1,000 of value shown in the Contract tables (or, if they would produce a larger payment, the tables then in effect on the Maturity Date) by the number of thousands of dollars of Contract Value You apply to that Annuity option. The Contract tables factor in an assumed daily net investment factor of 3.0% We call this Your net investment rate. Your net investment rate of 3.0% corresponds to an annual interest rate of 3.0%. This means that if the annualized investment performance, after expenses, of Your Funding Options is less than 3.0%, then the dollar amount of Your Variable Annuity Payments will decrease. However, if the annualized investment performance, after expenses, of Your Funding Options is greater than 3.0%, then the dollar amount of Your Variable Annuity Payments will increase.

**Determination of Second and Subsequent Annuity Payments.** The dollar amount of all subsequent Annuity Payments changes from month to month based on the investment experience, as described above, of the applicable Funding Options. The total amount of each Annuity Payment will equal the sum of the basic payments in each Funding Option. We determine the actual amounts of these payments by multiplying the number of Annuity Units We credited to each Funding Option by the corresponding Annuity Unit value as of the date 14 days before the date the payment is due.

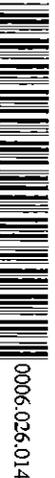
#### **Fixed Annuity**

You may choose a Fixed Annuity that provides payments that do not vary during the Annuity Period. We will calculate the dollar amount of the first Fixed Annuity Payment (as described under "Variable Annuity,") except that the amount We apply to begin the Annuity will be Your Contract Value as of the date Annuity Payments begin. Payout rates will not be lower than those shown in the Contract. If it would produce a larger payment, the first Fixed Annuity Payment will be determined using the Life Annuity Tables in effect for the same class of Contract Owners on the Maturity Date.

#### **Election of Options**

Any amount distributed from the Contract may be applied to any one of the Annuity options described below. The minimum amount that can be placed under an Annuity option is \$2,000 unless We consent to a lesser amount. If any periodic payments due are less than \$100, We reserve the right to make payments at less frequent intervals. Election of any of these options must be made by Written Request to Our Home Office at least 30 days prior to the date such election is to become effective. The form of such Annuity option shall be determined by the Contract Owner. The following information must be provided with any such request:

- (a) the Participant's name, address, date of birth, social security number
- (b) the amount to be distributed
- (c) the Annuity option which is to be purchased
- (d) the date the Annuity option payments are to begin
- (e) if the form of the Annuity provides a death benefit in the event of the Participant's death, the name, relationship and address of the Beneficiary as designated by You and



(f) any other data that We may require.

The Beneficiary, as specified in item (e) above, may be changed by You or the Annuitant as long as We are notified by Written Request while the Annuitant is alive and before payments have begun. If the Beneficiary designation is irrevocable, such designation cannot be changed or revoked without the consent of the Beneficiary. After We receive the Written Request and the written consent of the Beneficiary (if required), the new Beneficiary designation will take effect as of the date the notice is signed. We have no further responsibility for any payment We made before the Written Request.

### **Retired Life Certificate**

We will issue to each person to whom Annuity benefits are being paid under the Contract a Certificate setting forth a statement in substance of the benefits to which such person is entitled under the Contract.

### **Allocation of Cash Surrender Value During the Annuity Period**

At the time an Annuity option is elected, You also may elect to have the Participant's Contract Value applied to provide a Variable Annuity, a Fixed Annuity, or a combination of both. If no election is made to the contrary, the Contract Value will provide an Annuity, which varies with the investment experience of the corresponding Funding Option(s) at the time of election. You, or the Participant, if You so authorize, may elect to transfer Contract Values from one Funding Option to another, as described in "Transfers" in order to reallocate the basis on which Annuity Payments will be determined. Once Annuity Payments have begun, no further transfers are allowed.

### **Annuity Options**

Where required by state law or under a qualified retirement plan, the Annuitant's sex will not be taken into account in calculating Annuity Payments. Annuity rates will not be less than the rates guaranteed by the Contract at the time of purchase for the assumed investment return and annuity option elected. Due to underwriting, administrative or Code considerations, the choice of percentage reduction and/or the duration of the guarantee period may be limited.

Annuity options that guarantee payments for two lifetimes (joint and last survivor) will result in smaller payments than Annuity options with payments for only one lifetime. Annuity options that guarantee that payments will be made for a certain number of years regardless of whether the Annuitant or joint Annuitant is alive result in payments that are smaller than with Annuity options without such guarantee. In addition, to the extent the Annuity option has a guarantee period, choosing a shorter guarantee period will result in each payment being larger.

As required by law, we have the right to delay paying any cash withdrawals from the Fixed Interest Account for up to six months. We do not intend to do this except in an extreme emergency. We would, of course, credit interest during any delay. If we do not receive Purchase Payments under Your Certificate for over 36 consecutive months and the account balance is less than \$2000, we may if permitted by law, cancel Your Certificate by paying the full cash withdrawal.



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