



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

MetLife Insurance Company of Connecticut,
1300 Hall Boulevard, Bloomfield, CT 06002-2910.

As of April 29, 2013

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.

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 of Connecticut.

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/ Account Value/ Cash 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 of Connecticut, 1300 Hall Boulevard, Bloomfield, CT 06002-2910, 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).

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.

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, 2012

Table 1 focuses on the performance of investment options available under the Contract that do not have a fixed or stated rate of return. Table 1 shows how these options have performed over time and allows You to compare them with an appropriate benchmark for the same time periods. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an option's principal risks is available on the Web site at metlife.com.

Underlying Fund	1 Year	5 Years	10 Year or Since Subaccount Inception	Benchmark	1 Year	5 Years	10 Years
American Funds Insurance Series® - Class 2							
American Funds Growth Fund	16.05%	-0.67%	4.30%	S&P 500 Index	16%	1.66%	7.10%
American Funds Growth-Income Fund	15.64%	-0.63%	2.84%	S&P 500 Index	16%	1.66%	7.10%
American Funds Global Growth Fund	20.64%	0.23%	6.16%	MSCI ACWI (All Country World Index)	16.13%	-1.16%	8.11%
Fidelity® Variable Insurance Products - Service Class 2							
Contrafund® Portfolio	14.32%	-1.07%	7.03%	S&P 500 Index	16%	1.66%	7.10%
Mid Cap Portfolio	12.77%	0.48%	9.59%	S&P MidCap 400® Index	17.88%	5.14%	10.53%
Franklin Templeton Variable Insurance Products Trust - Class 2							
Franklin Small-Mid Cap Growth Securities Fund†	9.12%	0.55%	6.30%	Russell Mid Cap Growth Index	15.81%	3.23%	10.32%
Templeton Developing Markets Securities Fund	11.39%	-3.32%	12.06%	MSCI Emerging Markets Index GR	18.63%	-0.61%	16.88%
Templeton Foreign Securities Fund	16.38%	-2.86%	4.52%	MSCI EAFE Index	17.32%	-3.69%	8.21%
Janus Aspen Series - Service Shares							
Enterprise Portfolio	15.16%	1.60%	9.65%	Russell Mid Cap Growth Index	15.81%	3.23%	10.32%
Legg Mason Partners Income Trust - Class A							
Western Asset Corporate Bond Fund	12.69%	5.02%	3.50%	Barclays Capital U.S. Credit Index	9.37%	7.65%	6.23%
Legg Mason Partners Variable Equity Trust							
ClearBridge Variable Aggressive Growth Portfolio - Class I	16.87%	2.43%	6.63%	Russell 3000 Growth Index	15.21%	3.15%	7.69%
ClearBridge Variable All Cap Value Portfolio - Class I	13.18%	-0.94%	5.11%	Russell 3000 Value Index	17.55%	0.83%	7.53%
ClearBridge Variable Appreciation Portfolio - Class I	14.13%	1.35%	5.69%	S&P 500 Index	16%	1.66%	7.10%
ClearBridge Variable Equity Income Portfolio - Class I	12.42%	0.42%	3.77%	Russell 3000 Value Index	17.55%	0.83%	7.53%
ClearBridge Variable Large Cap Growth Portfolio - Class I	18.46%	1.62%	5.57%	Russell 1000 Growth Index	15.26%	3.12%	7.52%
ClearBridge Variable Large Cap Value Portfolio - Class I	14.68%	-0.17%	5.77%	Russell 1000 Value Index	17.51%	0.59%	7.38%
ClearBridge Variable Small Cap Growth Portfolio - Class I	17.56%	3.47%	8.14%	Russell 2000 Growth Index	14.59%	3.49%	9.80%
Legg Mason Investment Counsel Variable Social Awareness Portfolio	8.98%	1.07%	5.22%	S&P 500 Index	16%	1.66%	7.10%
				Barclays Capital U.S. Aggregate Bond Index	4.21%	5.94%	5.18%
Legg Mason Partners Variable Income Trust - Class I							
Western Asset Variable Global High Yield Bond Portfolio	16.48%	6.59%	7.26%	Barclays Capital Global High Yield	19.25%	10.88%	11.37%

Underlying Fund	1 Year	5 Years	10 Year or Since Subaccount Inception	Benchmark	1 Year	5 Years	10 Years
Met Investors Series Trust							
American Funds® Balanced Allocation Portfolio - Class C	11.75%	—	1.24%	Dow Jones Moderate Index	11.24%	3.44%	8.25%
American Funds® Growth Allocation Portfolio - Class C	14.34%	—	0.10%	Dow Jones Moderately Aggressive Index	13.97%	2.58%	9.19%
American Funds® Moderate Allocation Portfolio - Class C	9.10%	—	1.74%	Dow Jones Moderate Index	11.24%	3.44%	8.25%
MetLife Aggressive Strategy Portfolio - Class B	14.92%	-1.70%	-0.19%	Dow Jones Aggressive Index	16.83%	1.76%	10.13%
BlackRock Large Cap Core Portfolio - Class E	11.73%	-2.42%	4.58%	Russell 1000 Index	16.42%	1.92%	7.52%
ClearBridge Aggressive Growth Portfolio - Class B	16.79%	—	3.83%	Russell 3000 Growth Index	15.21%	3.15%	7.69%
Invesco Comstock Portfolio - Class B	16.58%	0.22%	5.28%	Russell 1000 Value Index	17.51%	0.59%	7.38%
Janus Forty Portfolio - Class A	20.91%	-0.79%	7.75%	Russell 1000 Growth Index	15.26%	3.12%	7.52%
Pioneer Fund Portfolio - Class A	8.86%	-1.15%	4.59%	S&P 500 Index	16%	1.66%	7.10%
T. Rowe Price Large Cap Value Portfolio - Class B	16.13%	-1.58%	0.20%	Russell 1000 Value Index	17.51%	0.59%	7.38%
Lord Abbett Mid Cap Value Portfolio - Class B	12.90%	-0.14%	3.45%	Russell Mid Cap Value Index	18.51%	3.79%	10.63%
Invesco Small Cap Growth Portfolio - Class A	16.65%	2.51%	6.49%	Russell 2000 Growth Index	14.59%	3.49%	9.80%
JPMorgan Small Cap Value Portfolio - Class A	13.85%	2.09%	5.30%	Russell 2000 Value Index	18.05%	3.54%	9.50%
Third Avenue Small Cap Value Portfolio - Class B	16.14%	1.10%	6.18%	Russell 2000 Value Index	18.05%	3.54%	9.50%
				Dow Jones U.S. Small Cap Total Stock Market Index	18.30%	5.46%	11.51%
Harris Oakmark International Portfolio - Class A	27.45%	2.05%	7.84%	MSCI EAFE, Index	17.32%	-3.69%	8.21%
MFS® Emerging Markets Equity Portfolio - Class A	17.24%	—	-2.73%	MSCI Emerging Markets Index	18.22%	-0.92%	16.52%
MFS® Research International Portfolio - Class B	14.88%	—	-3.75%	MSCI ACWI (All Country World Index) ex USA	17.39%	-2.44%	10.22%
				MSCI EAFE, Index	17.32%	-3.69%	8.21%
Oppenheimer Global Equity Portfolio - Class E	19.28%	—	0.94%	MSCI World Index	15.83%	-1.18%	7.51%
BlackRock High Yield Portfolio - Class A	15.10%	7.59%	7.62%	Barclays Capital U.S. Corporate High Yield 2% Issuer Capped Index	15.78%	10.44%	10.59%
Lord Abbett Bond Debenture Portfolio - Class A	11.42%	6.79%	6.08%	Barclays Capital U.S. Aggregate Bond Index	4.21%	5.94%	5.18%
				Bank of America/Merrill Lynch High Yield Master II Constrained Index	15.55%	10.14%	10.38%
PIMCO Inflation Protected Bond Portfolio - Class A	7.62%	6.05%	4.91%	Barclays Capital U.S. TIPS Index	6.98%	7.03%	6.65%
PIMCO Total Return Portfolio - Class B	7.56%	6.74%	5.03%	Barclays Capital U.S. Aggregate Bond Index	4.21%	5.94%	5.18%
Pioneer Strategic Income Portfolio - Class A	9.88%	7.34%	7.46%	Barclays Capital U.S. Universal Index	5.53%	6.19%	5.59%
Clarion Global Real Estate Portfolio - Class A	24.32%	0.31%	7.04%	FTSE EPRA/NAREIT Developed Index	28.65%	1.07%	12.07%
Metropolitan Series Fund							
MetLife Conservative Allocation Portfolio - Class B	7.47%	3.42%	3.78%	Dow Jones Conservative Index	5.44%	5.29%	6.05%

Underlying Fund	1 Year	5 Years	10 Year or Since Subaccount Inception	Benchmark	1 Year	5 Years	10 Years
MetLife Conservative to Moderate Allocation Portfolio - Class B	9.72%	2.40%	2.98%	Dow Jones Moderately Conservative Index	8.40%	4.23%	7.11%
MetLife Moderate Allocation Portfolio - Class B	11.47%	1.08%	1.99%	Dow Jones Moderate Index	11.24%	3.44%	8.25%
MetLife Moderate to Aggressive Allocation Portfolio - Class B	13.58%	-0.28%	0.96%	Dow Jones Moderately Aggressive Index	13.97%	2.58%	9.19%
BlackRock Capital Appreciation Portfolio - Class A	12.58%	—	0.74%	Russell 1000 Growth Index	15.26%	3.12%	7.52%
BlackRock Large Cap Value Portfolio - Class B	12.19%	—	-2.22%	Russell 1000 Value Index	17.51%	0.59%	7.38%
Davis Venture Value Portfolio - Class A	11.10%	-2.41%	3.10%	S&P 500 Index	16%	1.66%	7.10%
Jennison Growth Portfolio - Class A	13.97%	1.40%	5.65%	Russell 1000 Growth Index	15.26%	3.12%	7.52%
MetLife Stock Index Portfolio - Class A	13.95%	-0.29%	2.90%	S&P 500 Index	16%	1.66%	7.10%
MFS® Value Portfolio - Class A	14.83%	-0.24%	4.53%	Russell 1000 Value Index	17.51%	0.59%	7.38%
T. Rowe Price Large Cap Growth Portfolio - Class B	16.82%	0.95%	5.80%	Russell 1000 Growth Index	15.26%	3.12%	7.52%
Frontier Mid Cap Growth Portfolio - Class D	9.15%	-1.53%	5.72%	Russell Mid Cap Growth Index	15.81%	3.23%	10.32%
Neuberger Berman Genesis Portfolio - Class A	3.94%	-0.66%	5.79%	Russell 2000 Value Index	18.05%	3.54%	9.50%
T. Rowe Price Small Cap Growth Portfolio - Class B	14.10%	5.09%	5.43%	MSCI U.S. Small Cap Growth Index	17.57%	5.17%	11.62%
BlackRock Diversified Portfolio - Class A	10.62%	0.92%	3.22%	Russell 1000 Index	16.42%	1.92%	7.52%
MFS® Total Return Portfolio - Class F	9.62%	1.23%	4.38%	Barclays Capital U.S. Aggregate Bond Index	4.21%	5.94%	5.18%
				S&P 500 Index	16%	1.66%	7.10%
BlackRock Bond Income Portfolio - Class A	5.86%	3.94%	3.43%	Barclays Capital U.S. Aggregate Bond Index	4.21%	5.94%	5.18%
Western Asset Management U.S. Government Portfolio - Class A	1.91%	2.24%	2.50%	Barclays Capital U.S. Intermediate Government Bond Index	1.73%	4.51%	4.10%
BlackRock Money Market Portfolio - Class E	-1.57%	-1.01%	0.07%	Bank of America/Merrill Lynch 3-Month U.S. Treasury Bill Index	0.11%	0.52%	1.78%

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.

Table 2—Fixed Return Investments			
Name/ Type of Option	Return	Term	Other
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-Converted 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, 2012

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.

Underlying 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	Per \$1000
American Funds Insurance Series® - Class 2								
American Funds Global Growth Fund	0.53%	0.25%	0.03%	—	0.81%	—	0.81%	\$8.10
American Funds Growth Fund	0.33%	0.25%	0.02%	—	0.60%	—	0.60%	\$6.00
American Funds Growth-Income Fund	0.27%	0.25%	0.02%	—	0.54%	—	0.54%	\$5.40
Fidelity® Variable Insurance Products - Service Class 2								
Contrafund® Portfolio	0.56%	0.25%	0.08%	—	0.89%	—	0.89%	\$8.90
Mid Cap Portfolio	0.56%	0.25%	0.09%	—	0.90%	—	0.90%	\$9.00
Franklin Templeton Variable Insurance Products Trust - Class 2								
Franklin Small-Mid Cap Growth Securities Fund†	0.51%	0.25%	0.29%	—	1.05%	—	1.05%	\$10.50
Templeton Developing Markets Securities Fund	1.10%	0.25%	0.25%	—	1.60%	—	1.60%	\$16.00
Templeton Foreign Securities Fund	0.64%	0.25%	0.15%	—	1.04%	—	1.04%	\$10.40
Janus Aspen Series - Service Shares								
Enterprise Portfolio	0.64%	0.25%	0.05%	—	0.94%	—	0.94%	\$9.40
Legg Mason Partners Income Trust - Class A								
Western Asset Corporate Bond Fund	0.50%	0.25%	0.28%	—	1.03%	—	1.03%	\$10.30
Legg Mason Partners Variable Equity Trust								
ClearBridge Variable Aggressive Growth Portfolio - Class I	0.75%	—	0.06%	—	0.81%	0.00%	0.81%	\$8.10
ClearBridge Variable All Cap Value Portfolio - Class I	0.75%	—	0.06%	—	0.81%	0.00%	0.81%	\$8.10
ClearBridge Variable Appreciation Portfolio - Class I	0.71%	—	0.05%	—	0.76%	0.00%	0.76%	\$7.60
ClearBridge Variable Equity Income Portfolio - Class I	0.75%	—	0.07%	—	0.82%	0.00%	0.82%	\$8.20
ClearBridge Variable Large Cap Growth Portfolio - Class I	0.75%	—	0.13%	—	0.88%	0.00%	0.88%	\$8.80
ClearBridge Variable Large Cap Value Portfolio - Class I	0.65%	—	0.09%	—	0.74%	0.00%	0.74%	\$7.40
ClearBridge Variable Small Cap Growth Portfolio - Class I	0.75%	—	0.11%	—	0.86%	0.00%	0.86%	\$8.60
Legg Mason Investment Counsel Variable Social Awareness Portfolio	0.71%	—	0.22%	—	0.93%	0.00%	0.93%	\$9.30

Underlying 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	Per \$1000
Legg Mason Partners Variable Income Trust - Class I								
Western Asset Variable Global High Yield Bond Portfolio	0.70%	—	0.12%	—	0.82%	0.00%	0.82%	\$8.20
Met Investors Series Trust								
American Funds® Balanced Allocation Portfolio - Class C	0.06%	0.55%	0.01%	0.38%	1.00%	—	1.00%	\$10.00
American Funds® Growth Allocation Portfolio - Class C	0.07%	0.55%	0.01%	0.38%	1.01%	—	1.01%	\$10.10
American Funds® Moderate Allocation Portfolio - Class C	0.06%	0.55%	0.01%	0.37%	0.99%	—	0.99%	\$9.90
BlackRock High Yield Portfolio - Class A	0.60%	—	0.05%	0.01%	0.66%	—	0.66%	\$6.60
BlackRock Large Cap Core Portfolio - Class E	0.59%	0.15%	0.05%	—	0.79%	0.01%	0.78%	\$7.80
Clarion Global Real Estate Portfolio - Class A	0.60%	—	0.06%	—	0.66%	—	0.66%	\$6.60
ClearBridge Aggressive Growth Portfolio - Class B	0.61%	0.25%	0.03%	—	0.89%	—	0.89%	\$8.90
Harris Oakmark International Portfolio - Class A	0.77%	—	0.06%	—	0.83%	0.02%	0.81%	\$8.10
Invesco Comstock Portfolio - Class B	0.57%	0.25%	0.03%	—	0.85%	0.02%	0.83%	\$8.30
Invesco Small Cap Growth Portfolio - Class A	0.85%	—	0.02%	—	0.87%	0.01%	0.86%	\$8.60
Janus Forty Portfolio - Class A	0.63%	—	0.03%	—	0.66%	0.01%	0.65%	\$6.50
JPMorgan Small Cap Value Portfolio - Class A	0.78%	—	0.06%	—	0.84%	0.09%	0.75%	\$7.50
Lord Abbett Bond Debenture Portfolio - Class A	0.51%	—	0.03%	—	0.54%	—	0.54%	\$5.40
Lord Abbett Mid Cap Value Portfolio - Class B	0.65%	0.25%	0.04%	0.06%	1.00%	0.00%	1.00%	\$10.00
MetLife Aggressive Strategy Portfolio - Class B	0.09%	0.25%	0.01%	0.72%	1.07%	—	1.07%	\$10.70
MFS® Emerging Markets Equity Portfolio - Class A	0.91%	—	0.16%	—	1.07%	0.02%	1.05%	\$10.50
MFS® Research International Portfolio - Class B	0.68%	0.25%	0.07%	—	1.00%	0.05%	0.95%	\$9.50
Oppenheimer Global Equity Portfolio - Class E	0.67%	0.15%	0.09%	—	0.91%	0.02%	0.89%	\$8.90
PIMCO Inflation Protected Bond Portfolio - Class A	0.47%	—	0.11%	—	0.58%	—	0.58%	\$5.80
PIMCO Total Return Portfolio - Class B	0.48%	0.25%	0.03%	—	0.76%	—	0.76%	\$7.60

Underlying 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	Per \$1000
Pioneer Fund Portfolio - Class A	0.64%	—	0.04%	—	0.68%	0.03%	0.65%	\$6.50
Pioneer Strategic Income Portfolio - Class A	0.57%	—	0.06%	—	0.63%	—	0.63%	\$6.30
T. Rowe Price Large Cap Value Portfolio - Class B	0.57%	0.25%	0.02%	—	0.84%	—	0.84%	\$8.40
Third Avenue Small Cap Value Portfolio - Class B	0.74%	0.25%	0.03%	—	1.02%	0.01%	1.01%	\$10.10
Metropolitan Series Fund								
BlackRock Bond Income Portfolio - Class A	0.32%	—	0.04%	—	0.36%	0.00%	0.36%	\$3.60
BlackRock Capital Appreciation Portfolio - Class A	0.70%	—	0.03%	—	0.73%	0.01%	0.72%	\$7.20
BlackRock Diversified Portfolio - Class A	0.46%	—	0.07%	—	0.53%	—	0.53%	\$5.30
BlackRock Large Cap Value Portfolio - Class B	0.63%	0.25%	0.03%	—	0.91%	0.03%	0.88%	\$8.80
BlackRock Money Market Portfolio - Class E	0.33%	0.15%	0.02%	—	0.50%	0.01%	0.49%	\$4.90
Davis Venture Value Portfolio - Class A	0.70%	—	0.03%	—	0.73%	0.05%	0.68%	\$6.80
Frontier Mid Cap Growth Portfolio - Class D	0.73%	0.10%	0.05%	—	0.88%	0.02%	0.86%	\$8.60
Jennison Growth Portfolio - Class A	0.61%	—	0.03%	—	0.64%	0.07%	0.57%	\$5.70
MetLife Conservative Allocation Portfolio - Class B	0.09%	0.25%	0.02%	0.54%	0.90%	0.01%	0.89%	\$8.90
MetLife Conservative to Moderate Allocation Portfolio - Class B	0.07%	0.25%	0.01%	0.58%	0.91%	0.00%	0.91%	\$9.10
MetLife Moderate Allocation Portfolio - Class B	0.06%	0.25%	—	0.63%	0.94%	0.00%	0.94%	\$9.40
MetLife Moderate to Aggressive Allocation Portfolio - Class B	0.06%	0.25%	0.01%	0.67%	0.99%	0.00%	0.99%	\$9.90
MetLife Stock Index Portfolio - Class A	0.25%	—	0.03%	—	0.28%	0.01%	0.27%	\$2.70
MFS® Total Return Portfolio - Class F	0.55%	0.20%	0.05%	—	0.80%	—	0.80%	\$8.00
MFS® Value Portfolio - Class A	0.70%	—	0.03%	—	0.73%	0.13%	0.60%	\$6.00
Neuberger Berman Genesis Portfolio - Class A	0.82%	—	0.04%	—	0.86%	0.01%	0.85%	\$8.50
T. Rowe Price Large Cap Growth Portfolio - Class B	0.60%	0.25%	0.04%	—	0.89%	0.01%	0.88%	\$8.80

Underlying 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	Per \$1000
T. Rowe Price Small Cap Growth Portfolio - Class B	0.49%	0.25%	0.06%	—	0.80%	—	0.80%	\$8.00
Western Asset Management U.S. Government Portfolio - Class A	0.47%	—	0.03%	—	0.50%	0.02%	0.48%	\$4.80

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

The Net Total Annual Operating Expenses shown in the table reflect contractual arrangements currently in effect under which the investment advisers of certain Underlying Funds have agreed to waive fees and/or pay expenses of the Underlying Funds until at least April 30, 2013. In the table, "0.00%" in the Contractual Fee Waiver and/or Expense Reimbursement column indicates that there is a contractual arrangement in effect for that Underlying Fund, but the expenses of the Underlying Fund are below the level that would trigger the waiver or reimbursement. The Net Total Annual Operating Expenses shown do not reflect voluntary waiver or expense reimbursement arrangements or arrangements that terminate prior to April 30, 2013. The Underlying Funds provided the information on their expenses, and We have not independently verified the information.

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

MetLife Conservative Allocation Portfolio
MetLife Conservative to Moderate Allocation Portfolio
MetLife Moderate Allocation Portfolio
MetLife Moderate to Aggressive Allocation Portfolio
American Funds (R) Balanced Allocation Portfolio
American Funds(R) Growth Allocation Portfolio
American Funds (R) Moderate Allocation Portfolio
MetLife Aggressive Strategy 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 pay American Funds Distributors, Inc., principal underwriter for the American Funds Insurance Series, a percentage of Purchase Payments allocated to the following Underlying Funds for the services it provides in marketing the Underlying Funds shares in connection with the Contract: the American Funds Global Growth Fund, the American Funds Growth Fund, the American Funds Growth-Income Fund, the American Funds ® Moderate Allocation Portfolio, the American Funds ® Balanced Allocation Portfolio, and the American Fund ® Growth Allocation Portfolio.

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.

We have policies and procedures that attempt to detect and deter frequent transfers in situations where We determine there is a potential for arbitrage trading. Currently, We believe that such situations may be presented in the international, small-cap, and high-yield Underlying Funds (i.e., American Funds Global Growth Fund, Black Rock High Yield Portfolio, Clarion Global Real Estate Portfolio, Dreman Small Cap Value Portfolio, Franklin Small-Mid Cap Growth Securities Fund, Harris Oakmark International Portfolio, Invesco Small Cap Growth Portfolio, Legg Mason ClearBridge Variable Small Cap Growth Portfolio, Legg Mason Western Asset Variable High Yield Bond Portfolio, Lord Abbett Bond Debenture Portfolio, Met/Templeton Growth Portfolio, MFS ® Emerging Markets Equity Portfolio, MFS ® Research International Portfolio, Oppenheimer Global Equity Portfolio, Pioneer Strategic Income Portfolio, T. Rowe Price Small Cap Growth Portfolio, Templeton Developing Markets Securities Fund, Templeton Foreign Securities Fund and Third Avenue Small Cap Value Portfolio – the “Monitored Portfolios”), and We monitor transfer activity in those Monitored Portfolios. In addition, as described below, We treat all American Funds Insurance Series ® portfolios (“American Funds portfolios”) as Monitored Portfolios. We employ various means to monitor transfer activity, such as examining the frequency and size of transfers into and out of the Monitored Portfolios within given periods of time. For example, We currently monitor transfer activity to determine if, for each of the Monitored Portfolios, in a three-month period there were two or more “round-trips” of a certain dollar amount or greater. A round-trip is defined as a transfer in followed by a transfer out within the next 10 calendar days, or a transfer out followed by a transfer in within the next 10 calendar days. In the case of a Contract that has been restricted previously, a single round-trip of a certain dollar amount or greater will trigger the transfer restrictions described below.

We do not believe that other Underlying Funds present a significant opportunity to engage in arbitrage trading and therefore do not monitor transfer activity in those Underlying Funds. We may change the Monitored Portfolios at any time without notice in Our sole discretion. In addition to monitoring transfer activity in certain Underlying Funds, We rely on the Underlying Funds to bring any potential disruptive trading activity they identify to Our attention for investigation on a case-by-case basis. We will also investigate other harmful transfer 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.

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 activity in American Funds portfolios to determine if there were two or more transfers in followed by transfers 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; any additional violation will result in the imposition of the transfer restrictions described below. Further, as Monitored Portfolios, American Funds portfolios also will be subject to Our current market timing and excessive trading policies, procedures and restrictions, and transfer restrictions may be imposed upon a violation of either monitoring policy. A process has been implemented to enforce the American Funds restrictions. There is no guarantee that this process will detect all Contract holders whose transfer activity in the American Funds portfolios violates the monitoring policy.

Our policies and procedures may result in transfer restrictions being applied to deter market timing. Currently, when We detect transfer activity in the Monitored Portfolios that exceeds Our current transfer limits, or other transfer activity that We believe may be harmful to other Contract Owners or other persons who have an interest in the Contracts, We will exercise Our contractual right to restrict Your number of transfers to one every six months. In addition, We also reserve the right, but do not have the obligation, to further restrict the right to request transfers by any market timing firm or any other third party who has been authorized to initiate transfers on behalf of multiple Contract Owners.

We may, among other things:

- reject the transfer instructions of any agent acting under a power of attorney on behalf of more than one Contract Owner; or
- reject the transfer or exchange instructions of individual Contract Owners who have executed preauthorized transfer forms which are submitted by market timing firms or other third parties on behalf of more than one Contract Owner.

Transfers made under a Dollar Cost Averaging Program, a rebalancing program or, if applicable, any asset allocation program described in this disclosure are not treated as transfers when We evaluate trading patterns for market timing.

Transfers from the Fixed Account, either to the Funding Options or to Contracts not issued by Us, may not exceed 20% per Contract Year, as applicable to the Contract Value in the Fixed Account valued on each such anniversary. It is important to note that it will take over 10 years (assuming no additional Purchase Payments or transfers into the Fixed Account and discounting any accrued interest) to make a complete transfer of Your balance from the Fixed Account because of the transfer allowance restriction indicated above. This is because the 20% transfer allowance is based on a declining Contract Value in the Fixed Account rather than withdrawals based upon a fixed number of years. For example (based on the assumptions above), if Your initial Contract Value in the Fixed Account is \$100, the 20% transfer allowance only allows You to transfer up to \$20 that Contract Year. If You transfer the maximum transfer allowance that Contract Year, You may only transfer up to \$16 the following Contract Year based on the 20% transfer allowance of the \$80 Contract Value remaining in the Fixed Account for such Contract Year. It is important to consider when deciding to invest in the Fixed Account whether this 20% transfer allowance restriction fits Your risk tolerance and time horizon. No transfers will be allowed from the Fixed Account to any Competing Fund in the Plan. Amounts previously transferred from the Fixed Account to the Funding Options may not be transferred back to the Fixed Account or any Competing Fund for a period of at least three months from the date of transfer. The Company reserves the right to waive either of these restrictions in its discretion and/or to limit the number of transfers to be transferred from the Fixed Account to the Funding Options to not more than one in any six month period. Automated Transfers under the Company's Dollar Cost Averaging Program are not allowed from the Fixed Account.

The detection and deterrence of harmful transfer activity involves judgments that are inherently subjective, such as the decision to monitor only those Underlying Funds that We believe are susceptible to arbitrage trading or the determination of the transfer limits. Our ability to detect and/or restrict such transfer 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 activity also may be limited by provisions of the Contract. Accordingly, there is no assurance that We will

prevent all transfer activity that may adversely affect Contract Owners and other persons with interests in the Contracts. We do not accommodate market timing in any Underlying Fund 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 Underlying Funds may have adopted their own policies and procedures with respect to market timing transactions in their respective shares and We reserve the right to enforce these policies and procedures. For example, Underlying Funds may assess a redemption fee (which We reserve the right to collect) on shares held for a relatively short period. The prospectuses for the Underlying Funds 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 market timing policies and procedures of the Underlying Funds, We have entered into a written agreement, as required by SEC regulation, with each Underlying Fund or its principal underwriter that obligates Us to provide to the Underlying Fund promptly upon request certain information about the trading activity of an individual Contract Owner, and to execute instructions from the Underlying Fund to restrict or prohibit further Purchase Payments or transfers by specific Contract Owners who violate the frequent trading policies established by the Underlying Fund.

In addition, Contract Owners and other persons with interests in the Contracts should be aware that the purchase and redemption orders received by the Underlying Funds 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 Contract Owners of variable insurance Contracts and/or individual retirement Plans Participants. The omnibus nature of these orders may limit the Underlying Funds in their ability to apply their market timing 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 Underlying Funds (and thus Contract Owners) will not be harmed by transfer activity relating to other insurance companies and/or retirement Plans that may invest in the Underlying Funds. If an Underlying Fund believes that an omnibus order reflects one or more transfer requests from Contract Owners engaged in disruptive trading activity, the Underlying Fund may reject the entire omnibus order.

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

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

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

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% ^{(1), (2), (3)}

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% ^{(3), (4)}

(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:

Contract Year		Surrender Charge
Greater than or Equal to	But less than	
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 8th 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>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%

Semi-Annual Administrative Charge: \$15.00

Per Participant Individual Account (Allocated Contracts only)

Installation Charge: \$1,000 ⁽⁵⁾

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

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

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⁾

<u>Aggregate Contract Assets</u>	<u>Total Annual Daily Asset Charge</u>
\$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 & Expense Risk charge on these Subaccounts: 0.14% for the Subaccount investing in the Legg Mason 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 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% for 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 0.91% for the Subaccount investing in the Pioneer Fund 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 Lord Abbett 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 Third Avenue 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 1.10% for the Subaccount investing in the MFS» Research International Portfolio —Class B of the Met Investors Series Trust; an amount equal to the Underlying Fund expenses that are in excess of 1.50% for the Subaccount investing in the Morgan Stanley Mid Cap Growth Portfolio —Class B of the Met Investors Series Trust; and an amount equal to the Underlying Fund expenses that are in excess of 0.84% for the Subaccount investing in the Van Kampen Comstock Portfolio – Class B of the Met Investors Series Trust; and an amount equal to the Underlying Fund expenses that are in excess of 0.87% for the Subaccount investing in the Oppenheimer Global Equity Portfolio—Class B of the Met Investors Series Trust.

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.

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.

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.

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.

Table 4—Annuity Options	
Name	Objectives / Goals
Life Annuity/No Refund	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.
Life Annuity With 120, 180 or 240 Monthly Payments Assured	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.
Life Annuity— Cash Refund	<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> <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>
Joint and Last Survivor Life Annuity	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.
Joint and Last Survivor Annuity— Annuity Reduced on Death of Primary Payee	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.

	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.
Payments for a Fixed Period of 120, 180, or 240 Months without Life Contingency	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.
Other Annuity Options	We will make other arrangements for Annuity Payments as may be mutually agreed upon by You and Us.
Variable Liquidity Benefit	<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
<p>Maturity Date</p> <p>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.</p> <p>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.</p> <p>If the Contract is issued in New York on or after April 30, 2007 and if no Maturity Date is specified, the automatic Maturity Date for each Certificate will be the greater of when the Annuitant reaches age 90 or ten years after the Certificate Date. Additionally, to the extent permitted by law, at least 30 days before the</p>

original Maturity Date, You may change the Maturity Date by Written Request up to any time prior to the Annuitant's 90th birthday, or ten years after the Certificate Date, or if We agree, to a later date not to exceed the Annuitant's 95th birthday, subject to laws and regulations then in effect and Our approval. Individuals taking minimum required distributions are allowed to go beyond the maximum Maturity Date.

Please be aware that once Your Contract is annuitized, You are ineligible to receive the death benefit.

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

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.

Contract and Participant's Individual Account Termination

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 (\$2,000), 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.