FORM 485APOS

Post-effective amendments [Rule 485(a)]

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FILER

METROPOLITAN LIFE SEPARATE ACCOUNT E CIK:**744043**| IRS No.: **135581829** | Fiscal Year End: **1231** Type: **485APOS** | Act: **33** | File No.: **333-83716** | Film No.: **09546078**	Mailing Address *200 PARK AVENUE* *C/O METROPOLITAN LIFE INSURANCE CO* *NEW YORK NY 10166*	Business Address *200 PARK AVENUE* *C/O METROPOLITAN LIFE INSURANCE CO* *NEW YORK NY 10166* *2125785364*
METROPOLITAN LIFE SEPARATE ACCOUNT E CIK:**744043**| IRS No.: **135581829** | Fiscal Year End: **1231** Type: **485APOS** | Act: **40** | File No.: **811-04001** | Film No.: **09546079**	Mailing Address *200 PARK AVENUE* *C/O METROPOLITAN LIFE INSURANCE CO* *NEW YORK NY 10166*	Business Address *200 PARK AVENUE* *C/O METROPOLITAN LIFE INSURANCE CO* *NEW YORK NY 10166* *2125785364*

Metropolitan Life Insurance Company

Power of Attorney

James L. Lipscomb
Executive Vice President and General Counsel

KNOW ALL MEN BY THESE PRESENTS, that I, the Executive Vice President and General Counsel of Metropolitan Life Insurance Company, a New York company, do hereby designate Michele H. Abate, John E. Connolly, Jr., Myra L. Saul and Marie C. Swift, and each of them severally, for so long as each of them are in the employ of MetLife Group and until I revoke such designation, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, as authorized under the attached powers of attorney as signed by the Board of Directors, the Chairman of the Board, the Chief Financial Officer and the Chief Accounting Officer, and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of November, 2008.

/s/ James L. Lipscomb

James L. Lipscomb
Executive Vice President
and General Counsel

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

C. Robert Henrikson
Chairman of the Board, President and Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that I, C. Robert Henrikson, Chairman of the Board, President and Chief Executive Officer of Metropolitan Life Insurance

Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

- Metropolitan Life Separate Account UL (Equity Advantage VUL and UL II File No. 033-47927, Equity Advantage VUL File No. 333-147508, Equity Options File No. 333-40161, Advantage Equity Options File No. 333-131664, MetFlex File No. 033-57320, Group VUL File No. 033-91226, MetLife UL II File No. 033-32813 and Variable Life File No. 333-____),

- Metropolitan Life Separate Account E (Preference Plus, Financial Freedom Account and VestMet File No. 002-90380, MetLife Settlement Plus File No. 333-80547, MetLife Income Security Plan File No. 333-43970, Preference Plus Select File No. 333-52366, MetLife Asset Builder File No. 333-69320, MetLife Financial Freedom Select File No. 333-83716, Preference Plus Income Advantage File No. 333-122883, MetLife Personal IncomePlus File No. 333-122897, Preference Premier Variable Annuity File No. 333-153109 and Variable Annuity File No. 333- _____),

- The New England Variable Account (Zenith Accumulator File No. 333-11131),

- New England Variable Annuity Fund I (File No. 333-11137),

- New England Life Retirement Investment Account (Preference File No. 333-11133),

- Separate Account No. 13 S (File No. 333-110185),

- Security Equity Separate Account Twenty-Six (File No. 333-110183),

- Security Equity Separate Account Twenty-Seven (File No. 333-110184),

- Paragon Separate Account A (Group American Plus File No. 333-133699 and AFIS File No. 333-133674),

- Paragon Separate Account B (DWS Direct, Multi Manager Direct, Multi Manager II File No. 333-133675, DWS Commission, Multi Manager Commission, Morgan Stanley product, Putnam product, MFS product, Multi Manager III (Aon) File No. 333-133671 and Variable Life File No. 333-_____),

- Paragon Separate Account C (Fidelity Direct File No. 333-133678, Fidelity Commission File No. 333-133673 and Variable Life File No. 333- ____),

- Paragon Separate Account D (Joint Survivor VUL File No. 333-133698 and Individual Variable Life File No. 333-133672)

- Metropolitan Life Variable Annuity Separate Account I (Flexible Premium Variable Deferred Annuity File No. 333-138114 and Flexible Premium Variable Annuity File No. 333-138112), and

- Metropolitan Life Variable Annuity Separate Account II (Flexible Premium Variable Deferred Annuity File No. 333-138115 and Flexible Premium Variable Annuity File No. 333-138113),

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ C. Robert Henrikson

C. Robert Henrikson

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

Sylvia Mathews Burwell
Director

KNOW ALL MEN BY THESE PRESENTS, that I, Sylvia Mathews Burwell, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

- Metropolitan Life Separate Account UL (Equity Advantage VUL and UL II File No. 033-47927, Equity Advantage VUL File No. 333-147508, Equity Options File No. 333-40161, Advantage Equity Options File No. 333-131664, MetFlex File No. 033-57320, Group VUL File No. 033-91226, MetLife UL II File No. 033-32813 and Variable Life File No. 333-____),

- Metropolitan Life Separate Account E (Preference Plus, Financial Freedom Account and VestMet File No. 002-90380, MetLife Settlement Plus File No. 333-80547, MetLife Income Security Plan File No. 333-43970, Preference Plus Select File No. 333-52366, MetLife Asset Builder File No. 333-69320, MetLife Financial Freedom Select File No. 333-83716, Preference Plus Income Advantage File No. 333-122883, MetLife Personal IncomePlus File No. 333-122897, Preference Premier Variable Annuity File No. 333-153109 and Variable Annuity File No. 333- _____),

- The New England Variable Account (Zenith Accumulator File No. 333-11131),

- New England Variable Annuity Fund I (File No. 333-11137),

- New England Life Retirement Investment Account (Preference File No. 333-11133),

- Separate Account No. 13 S (File No. 333-110185),

- Security Equity Separate Account Twenty-Six (File No. 333-110183),

- Security Equity Separate Account Twenty-Seven (File No. 333-110184),

- Paragon Separate Account A (Group American Plus File No. 333-133699 and AFIS File No. 333-133674),

- Paragon Separate Account B (DWS Direct, Multi Manager Direct, Multi Manager II File No. 333-133675, DWS Commission, Multi Manager Commission, Morgan Stanley product, Putnam product, MFS product, Multi Manager III (Aon) File No. 333-133671 and Variable Life File No. 333- _____),

- Paragon Separate Account C (Fidelity Direct File No. 333-133678, Fidelity Commission File No. 333-133673 and Variable Life File No. 333- ____),

- Paragon Separate Account D (Joint Survivor VUL File No. 333-133698 and Individual Variable Life File No. 333-133672)

- Metropolitan Life Variable Annuity Separate Account I (Flexible Premium Variable Deferred Annuity File No. 333-138114 and Flexible Premium Variable Annuity File No. 333-138112), and

- Metropolitan Life Variable Annuity Separate Account II (Flexible Premium Variable Deferred Annuity File No. 333-138115 and Flexible Premium Variable Annuity File No. 333-138113), and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ Sylvia M Burwell

Sylvia Mathews Burwell

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

Eduardo Castro-Wright
Director

KNOW ALL MEN BY THESE PRESENTS, that I, Eduardo Castro-Wright, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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- New England Life Retirement Investment Account (Preference File No. 333-11133),

- Separate Account No. 13 S (File No. 333-110185),

- Security Equity Separate Account Twenty-Six (File No. 333-110183),

- Security Equity Separate Account Twenty-Seven (File No. 333-110184),

- Paragon Separate Account A (Group American Plus File No. 333-133699 and AFIS File No. 333-133674),

- Paragon Separate Account B (DWS Direct, Multi Manager Direct, Multi Manager II File No. 333-133675, DWS Commission, Multi Manager Commission, Morgan Stanley product, Putnam product, MFS product, Multi Manager III (Aon) File No. 333-133671 and Variable Life File No. 333-_____),

- Paragon Separate Account C (Fidelity Direct File No. 333-133678, Fidelity Commission File No. 333-133673 and Variable Life File No. 333- ____),

- Paragon Separate Account D (Joint Survivor VUL File No. 333-133698 and Individual Variable Life File No. 333-133672)

- Metropolitan Life Variable Annuity Separate Account I (Flexible Premium Variable Deferred Annuity File No. 333-138114 and Flexible Premium Variable Annuity File No. 333-138112), and

- Metropolitan Life Variable Annuity Separate Account II (Flexible Premium Variable Deferred Annuity File No. 333-138115 and Flexible Premium Variable Annuity File No. 333-138113),

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of October, 2008.

/s/ Eduardo Castro-Wright

Eduardo Castro-Wright

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

Burton A. Dole, Jr.
Director

KNOW ALL MEN BY THESE PRESENTS, that I, Burton A. Dole, Jr., a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

- Metropolitan Life Separate Account UL (Equity Advantage VUL and UL II File No. 033-47927, Equity Advantage VUL File No. 333-147508, Equity Options File No. 333-40161, Advantage Equity Options File No. 333-131664, MetFlex File No. 033-57320, Group VUL File No. 033-91226, MetLife UL II File No. 033-32813 and Variable Life File No. 333-____),

- Metropolitan Life Separate Account E (Preference Plus, Financial Freedom Account and VestMet File No. 002-90380, MetLife Settlement Plus File No. 333-80547, MetLife Income Security Plan File No. 333-43970, Preference Plus Select File No. 333-52366, MetLife Asset Builder File No. 333-69320, MetLife Financial Freedom Select File No. 333-83716, Preference Plus Income Advantage File No. 333-122883, MetLife Personal IncomePlus File No. 333-122897, Preference Premier Variable Annuity File No. 333-153109 and Variable Annuity File No. 333- _____),

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- New England Variable Annuity Fund I (File No. 333-11137),

- New England Life Retirement Investment Account (Preference File No. 333-11133),

- Separate Account No. 13 S (File No. 333-110185),

- Security Equity Separate Account Twenty-Six (File No. 333-110183),

- Security Equity Separate Account Twenty-Seven (File No. 333-110184),

- Paragon Separate Account A (Group American Plus File No. 333-133699 and AFIS File No. 333-133674),

- Paragon Separate Account B (DWS Direct, Multi Manager Direct, Multi Manager II File No. 333-133675, DWS Commission, Multi Manager Commission, Morgan Stanley product, Putnam product, MFS product, Multi Manager III (Aon) File No. 333-133671 and Variable Life File No. 333-_____),

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- Metropolitan Life Variable Annuity Separate Account I (Flexible Premium Variable Deferred Annuity File No. 333-138114 and Flexible Premium Variable Annuity File No. 333-138112), and

- Metropolitan Life Variable Annuity Separate Account II (Flexible Premium Variable Deferred Annuity File No. 333-138115 and Flexible Premium Variable Annuity File No. 333-138113),

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ Burton A. Dole, Jr.

Burton A. Dole, Jr.

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

Cheryl W. Grise
Director

KNOW ALL MEN BY THESE PRESENTS, that I, Cheryl W. Grise, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the

General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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Individual Variable Life File No. 333-133672)

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and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ Cheryl W. Grise

Cheryl W. Grise

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

R. Glenn Hubbard
Director

KNOW ALL MEN BY THESE PRESENTS, that I, R. Glenn Hubbard, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ R. Glenn Hubbard

R. Glenn Hubbard

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

John M. Keane
Director

KNOW ALL MEN BY THESE PRESENTS, that I, John M. Keane, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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- Metropolitan Life Variable Annuity Separate Account II (Flexible Premium Variable Deferred Annuity File No. 333-138115 and Flexible Premium Variable Annuity File No. 333-138113),

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IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ John M. Keane

John M. Keane

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

James M. Kilts
Director

KNOW ALL MEN BY THESE PRESENTS, that I, James M. Kilts, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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- New England Life Retirement Investment Account (Preference File No. 333-11133),

- Separate Account No. 13 S (File No. 333-110185),

- Security Equity Separate Account Twenty-Six (File No. 333-110183),

- Security Equity Separate Account Twenty-Seven (File No. 333-110184),

- Paragon Separate Account A (Group American Plus File No. 333-133699 and AFIS File No. 333-133674),

- Paragon Separate Account B (DWS Direct, Multi Manager Direct, Multi Manager II File No. 333-133675, DWS Commission, Multi Manager Commission, Morgan Stanley product, Putnam product, MFS product, Multi Manager III (Aon) File No. 333-133671 and Variable Life File No. 333-_____),

- Paragon Separate Account C (Fidelity Direct File No. 333-133678, Fidelity Commission File No. 333-133673 and Variable Life File No. 333- ____),

- Paragon Separate Account D (Joint Survivor VUL File No. 333-133698 and Individual Variable Life File No. 333-133672)

- Metropolitan Life Variable Annuity Separate Account I (Flexible Premium Variable Deferred Annuity File No. 333-138114 and Flexible Premium Variable Annuity File No. 333-138112), and

- Metropolitan Life Variable Annuity Separate Account II (Flexible Premium Variable Deferred Annuity File No. 333-138115 and Flexible Premium Variable Annuity File No. 333-138113),

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ James M. Kilts

James M. Kilts

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

Hugh B. Price
Director

KNOW ALL MEN BY THESE PRESENTS, that I, Hugh B. Price, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the

General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

- Metropolitan Life Separate Account UL (Equity Advantage VUL and UL II File No. 033-47927, Equity Advantage VUL File No. 333-147508, Equity Options File No. 333-40161, Advantage Equity Options File No. 333-131664, MetFlex File No. 033-57320, Group VUL File No. 033-91226, MetLife UL II File No. 033-32813 and Variable Life File No. 333-____),

- Metropolitan Life Separate Account E (Preference Plus, Financial Freedom Account and VestMet File No. 002-90380, MetLife Settlement Plus File No. 333-80547, MetLife Income Security Plan File No. 333-43970, Preference Plus Select File No. 333-52366, MetLife Asset Builder File No. 333-69320, MetLife Financial Freedom Select File No. 333-83716, Preference Plus Income Advantage File No. 333-122883, MetLife Personal IncomePlus File No. 333-122897, Preference Premier Variable Annuity File No. 333-153109 and Variable Annuity File No. 333- _____),

- The New England Variable Account (Zenith Accumulator File No. 333-11131),

- New England Variable Annuity Fund I (File No. 333-11137),

- New England Life Retirement Investment Account (Preference File No. 333-11133),

- Separate Account No. 13 S (File No. 333-110185),

- Security Equity Separate Account Twenty-Six (File No. 333-110183),

- Security Equity Separate Account Twenty-Seven (File No. 333-110184),

- Paragon Separate Account A (Group American Plus File No. 333-133699 and AFIS File No. 333-133674),

- Paragon Separate Account B (DWS Direct, Multi Manager Direct, Multi Manager II File No. 333-133675, DWS Commission, Multi Manager Commission, Morgan Stanley product, Putnam product, MFS product, Multi Manager III (Aon) File No. 333-133671 and Variable Life File No. 333-_____),

- Paragon Separate Account C (Fidelity Direct File No. 333-133678, Fidelity Commission File No. 333-133673 and Variable Life File No. 333- ____),

- Paragon Separate Account D (Joint Survivor VUL File No. 333-133698 and

Individual Variable Life File No. 333-133672)

- Metropolitan Life Variable Annuity Separate Account I (Flexible Premium Variable Deferred Annuity File No. 333-138114 and Flexible Premium Variable Annuity File No. 333-138112), and

- Metropolitan Life Variable Annuity Separate Account II (Flexible Premium Variable Deferred Annuity File No. 333-138115 and Flexible Premium Variable Annuity File No. 333-138113),

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ Hugh B. Price

Hugh B. Price

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

David Satcher
Director

KNOW ALL MEN BY THESE PRESENTS, that I, David Satcher, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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- Separate Account No. 13 S (File No. 333-110185),

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- Security Equity Separate Account Twenty-Seven (File No. 333-110184),

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- Metropolitan Life Variable Annuity Separate Account I (Flexible Premium Variable Deferred Annuity File No. 333-138114 and Flexible Premium Variable Annuity File No. 333-138112), and

- Metropolitan Life Variable Annuity Separate Account II (Flexible Premium Variable Deferred Annuity File No. 333-138115 and Flexible Premium Variable Annuity File No. 333-138113),

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ David Satcher

David Satcher

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

Kenton J. Sicchitano
Director

KNOW ALL MEN BY THESE PRESENTS, that I, Kenton J. Sicchitano, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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- Paragon Separate Account C (Fidelity Direct File No. 333-133678, Fidelity Commission File No. 333-133673 and Variable Life File No. 333- ____),

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- Metropolitan Life Variable Annuity Separate Account II (Flexible Premium Variable Deferred Annuity File No. 333-138115 and Flexible Premium Variable Annuity File No. 333-138113),

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. Each said attorney-in-fact shall have power to act hereunder with or without the others.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ Kenton J. Sicchitano

Kenton J. Sicchitano

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

William C. Steere, Jr.
Director

KNOW ALL MEN BY THESE PRESENTS, that I, William C. Steere, Jr., a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ William C. Steere, Jr.

William C. Steere, Jr.

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

Lulu C. Wang
Director

KNOW ALL MEN BY THESE PRESENTS, that I, Lulu C. Wang, a Director of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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- Metropolitan Life Separate Account E (Preference Plus, Financial Freedom Account and VestMet File No. 002-90380, MetLife Settlement Plus File No. 333-80547, MetLife Income Security Plan File No. 333-43970, Preference Plus Select File No. 333-52366, MetLife Asset Builder File No. 333-69320, MetLife Financial Freedom Select File No. 333-83716, Preference Plus Income Advantage File No. 333-122883, MetLife Personal IncomePlus File No. 333-122897, Preference Premier Variable Annuity File No. 333-153109 and Variable Annuity File No. 333- _____),

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IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2008.

/s/ Lulu C. Wang

Lulu C. Wang

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

William J. Wheeler
Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that I, William J. Wheeler, Executive Vice President and Chief Financial Officer of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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- Metropolitan Life Separate Account E (Preference Plus, Financial

Freedom Account and VestMet File No. 002-90380, MetLife Settlement Plus File No. 333-80547, MetLife Income Security Plan File No. 333-43970, Preference Plus Select File No. 333-52366, MetLife Asset Builder File No. 333-69320, MetLife Financial Freedom Select File No. 333-83716, Preference Plus Income Advantage File No. 333-122883, MetLife Personal IncomePlus File No. 333-122897, Preference Premier Variable Annuity File No. 333-153109 and Variable Annuity File No. 333- _____),

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IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of October, 2008.

/s/ William J. Wheeler

William J. Wheeler

METROPOLITAN LIFE INSURANCE COMPANY

Power of Attorney

Joseph J. Prochaska, Jr.
Executive Vice President and Chief Accounting Officer

KNOW ALL MEN BY THESE PRESENTS, that I, Joseph J. Prochaska, Jr., Executive Vice President and Chief Accounting Officer of Metropolitan Life Insurance Company, a New York company, do hereby appoint the General Counsel and his designee(s), and each of them severally, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and file any instrument or document to be filed as part of or in connection with or in any way related to the Registration Statements and any and all amendments thereto, filed by said Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, in connection with:

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IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of October, 2008.

/s/ Joseph J. Prochaska, Jr.

Joseph J. Prochaska, Jr.

K&L | GATES

Kirkpatrick & Lockhart Preston Gates Ellis LLP
1601 K Street NW
Washington, DC 20006-1600

T 202.778.9000 www.klgates.com

Diane E. Ambler
202.778.9886
Fax: 202.778.9100
diane.ambler@klgates.com

January 26, 2009

EDGAR FILING

United States Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549

Re: Metropolitan Life Insurance Company ("MetLife")
Metropolitan Life Separate Account E (the "Account")
Form N-4 Registration Statement (the "Registration Statement")
File Nos. 333-83716 and 811-4001

Dear Sir or Madam:

On behalf of MetLife and the Account, transmitted herewith for filing, pursuant to Rule 485(a)(1) under the Securities Act of 1933, as amended ("1933 Act"), the Investment Company Act of 1940, as amended ("1940 Act"), and Rule 101(a) of Regulation S-T, is Post-Effective Amendment No. 11 under the 1933 Act and Amendment No. 125 under the 1940 Act to the above-referenced Registration Statement ("Amendment") for MetLife's Financial Freedom Select Variable Annuity Contracts.

The purposes of the Amendment are to: (i) increase the charge for the optional Guaranteed Minimum Income Benefit and the optional Lifetime Withdrawal Guarantee Benefit; and (ii) make minor conforming changes.

It is intended that the Amendment will become automatically effective on April 1, 2009 pursuant to Rule 485(a)(1) under the 1933 Act, or as soon thereafter as practicable. MetLife will file an amendment pursuant to Rule 485(b) to: (i) respond to any staff comments; (ii) update information relating to the underlying portfolios; and (iii) include the financial statements for MetLife and the Account required by Form N-4.

This transmission contains conformed signature pages, the manually signed originals of which are maintained at MetLife's offices.

Please contact the undersigned at (202) 778-9886 or Andras P. Teleki at (202) 778-9477 with any questions or comments.

Sincerely,

/s/ Diane E. Ambler

Diane E. Ambler

cc Alison White, SEC

<PAGE>

REGISTRATION NOS. 333-83716/811-4001

==

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM N-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 [X]

POST-EFFECTIVE AMENDMENT NO. 11 [X]

AND/OR
REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940

AMENDMENT NO. 125 [X]

METROPOLITAN LIFE SEPARATE ACCOUNT E
(EXACT NAME OF REGISTRANT)

METROPOLITAN LIFE INSURANCE COMPANY
(EXACT NAME OF DEPOSITOR)

200 PARK AVENUE, NEW YORK, NEW YORK 10166
(ADDRESS OF DEPOSITOR'S PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)

(212) 578-9414
(DEPOSITOR'S TELEPHONE NUMBER, INCLUDING AREA CODE)

JAMES L. LIPSCOMB, ESQ.
EXECUTIVE VICE-PRESIDENT AND GENERAL COUNSEL
METROPOLITAN LIFE INSURANCE COMPANY
200 PARK AVENUE
NEW YORK, NEW YORK 10166
(NAME AND ADDRESS OF AGENT FOR SERVICE)

COPIES TO:
DIANE E. AMBLER, ESQ.

K&L GATES LLP

1601 K STREET, N.W.
WASHINGTON, D.C. 20006

IT IS PROPOSED THAT THE FILING WILL BECOME EFFECTIVE:

[_] immediately upon filing pursuant to paragraph (b) of Rule 485

[_] on ________ pursuant to paragraph (b) of Rule 485

[_] 60 days after filing pursuant to paragraph (a)(1) of Rule 485

[X] on April 1, 2009 pursuant to paragraph (a)(1) of Rule 485

PURSUANT TO RULE 24F-2 UNDER THE INVESTMENT COMPANY ACT OF 1940, THE REGISTRANT HAS REGISTERED AN INDEFINITE AMOUNT OF SECURITIES. REGISTRANT'S RULE 24F-2 NOTICE FOR THE YEAR ENDED DECEMBER 31, 2008 WILL BE FILED WITH THE COMMISSION ON OR ABOUT MARCH 15, 2009.

==

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METROPOLITAN LIFE SEPARATE ACCOUNT E
FORM N-4
UNDER

THE SECURITIES ACT OF 1933 AND THE INVESTMENT COMPANY ACT OF 1940

CROSS REFERENCE SHEET
(PURSUANT TO RULE 481(A))

<TABLE>
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Form N-4 Item No.		Prospectus Heading
<C>	<S>	<C>
1.	Cover Page...............	Cover Page
2.	Definitions..............	Important Terms You Should Know
3.	Synopsis.................	Table of Expenses
4.	Condensed Financial Information..............	General Information--Performance; General Information--Financial Statements
5.	General Description of Registrant, Depositor, and Portfolio Companies..	MetLife; Metropolitan Life Separate Account E; Your Investment Choices; General Information--Voting Rights
6.	Deductions and Expenses..	Table of Expenses; Deferred Annuities--Charges; Deferred Annuities--Withdrawal Charges; Deferred Annuities--Premium and Other Taxes; Income Options--Charges; General Information--Who Sells the Deferred Annuities; Appendix--Premium Tax Table
7.	General Description of Variable Annuity Contracts................	Variable Annuities; Replacement of Annuity Contracts; Classes of the Deferred Annuity; Deferred Annuities--Purchase Payments (Allocation of Purchase Payments and Limits on Purchase Payments); Deferred Annuities--Transfer Privilege; General Information--Administration (Purchase Payments/Confirming Transactions/Transactions by Telephone or Internet/Processing Transactions/Changes to Your Deferred Annuity/When We Can Cancel Your Deferred Annuity/After Your Death/Third Party Requests)
8.	Annuity Period...........	Important Terms You Should Know; Deferred Annuities--Pay-Out Options (or Income Options); Income Payment Types/The

		Value of Your Income Payments/Reallocation Privilege; Optional Benefits--Guaranteed Minimum Income Benefit
9.	Death Benefit...........	Deferred Annuities--Death Benefit--Generally; Standard Death Benefit; Optional Benefits
10.	Purchases and Annuity Values...................	MetLife; Metropolitan Life Separate Account E; Deferred Annuities--Purchase Payments (Allocation of Purchase Payments and Limits on Purchase Payments); The Value of Your Investment; Pay-out Options (or Income Options); Allocation; The Value of Your Income Payments; General Information--Administration (Purchase Payments)
11.	Redemptions..............	Deferred Annuities--Access to Your Money (Systematic Withdrawal Program and Minimum Distribution); Deferred Annuities--Withdrawal Charges (When No Withdrawal Charge Applies); When No Withdrawal Charge Applies to the eBonus Class; General Information--When We Can Cancel Your Deferred Annuity; General Information--Valuation--Suspension of Payment
12.	Taxes....................	Income Taxes

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Form N-4 Item No.		Prospectus Heading
<C>	<S>	<C>
13.	Legal Proceedings........	Legal Proceedings
14.	Table of Contents of the Statement of Additional Information..............	Table of Contents of the Statement of Additional Information

15.	Cover Page...............	Cover Page
16.	Table of Contents........	Table of Contents
17.	General Information and History..................	Not Applicable
18.	Services.................	Independent Registered Public Accounting Firm; Services; Distribution of Certificates and Interests in the Deferred Annuities
19.	Purchase of Securities Being Offered............	Not Applicable
20.	Underwriters.............	Distribution of Certificates and Interests in the Deferred Annuities; Withdrawal Charge
21.	Calculation of Performance Data.........	Advertisement of the Separate Account
22.	Annuity Payments.........	Variable Income Payments
23.	Financial Statements.....	Financial Statements of the Separate Account; Financial Statements of MetLife

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, 2009

METLIFE FINANCIAL FREEDOM SELECT(R) VARIABLE ANNUITY CONTRACTS ISSUED BY
METROPOLITAN LIFE INSURANCE COMPANY
This Prospectus describes MetLife Financial Freedom Select group and individual deferred variable annuity contracts ("Deferred Annuities").

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

<TABLE>

<S>	<C>
AMERICAN FUNDS(R)	
AMERICAN FUNDS BOND	AMERICAN FUNDS GROWTH
AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION	AMERICAN FUNDS GROWTH-INCOME
CALVERT FUND	
SOCIAL BALANCED	
MET INVESTORS FUND	
AMERICAN FUNDS BALANCED ALLOCATION	MET/FRANKLIN INCOME
AMERICAN FUNDS GROWTH ALLOCATION	MET/FRANKLIN MUTUAL SHARES
AMERICAN FUNDS MODERATE ALLOCATION	MET/FRANKLIN TEMPLETON FOUNDING STRATEGY
BLACKROCK LARGE CAP CORE	MET/TEMPLETON GROWTH
CLARION GLOBAL REAL ESTATE	MFS(R) RESEARCH INTERNATIONAL
CYCLICAL GROWTH AND INCOME ETF	OPPENHEIMER CAPITAL APPRECIATION
CYCLICAL GROWTH ETF	PIMCO INFLATION PROTECTED BOND
HARRIS OAKMARK INTERNATIONAL	PIMCO TOTAL RETURN
JANUS FORTY	RCM TECHNOLOGY
LAZARD MID CAP	T. ROWE PRICE MID CAP GROWTH
LORD ABBETT BOND DEBENTURE	THIRD AVENUE SMALL CAP VALUE
MET/AIM SMALL CAP GROWTH	
METROPOLITAN FUND	
BLACKROCK BOND INCOME	METLIFE MID CAP STOCK INDEX
BLACKROCK LARGE CAP VALUE	METLIFE MODERATE ALLOCATION
BLACKROCK LEGACY LARGE CAP GROWTH	METLIFE MODERATE TO AGGRESSIVE ALLOCATION
BLACKROCK STRATEGIC VALUE	METLIFE STOCK INDEX
DAVIS VENTURE VALUE	MFS(R) TOTAL RETURN
FI LARGE CAP	MFS(R) VALUE
FI MID CAP OPPORTUNITIES	MORGAN STANLEY EAFE(R) INDEX
FI VALUE LEADERS	NEUBERGER BERMAN MID CAP VALUE
FRANKLIN TEMPLETON SMALL CAP GROWTH	RUSSELL 2000(R) INDEX

HARRIS OAKMARK FOCUSED VALUE	T. ROWE PRICE LARGE CAP GROWTH
LEHMAN BROTHERS(R) AGGREGATE BOND INDEX	T. ROWE PRICE SMALL CAP GROWTH
LOOMIS SAYLES SMALL CAP	WESTERN ASSET MANAGEMENT STRATEGIC BOND OPPORTUNITIES
METLIFE AGGRESSIVE ALLOCATION	WESTERN ASSET MANAGEMENT U.S. GOVERNMENT
METLIFE CONSERVATIVE ALLOCATION	
METLIFE CONSERVATIVE TO MODERATE ALLOCATION	

</TABLE>

Certain Portfolios have been subject to a name change. Please see Appendix V -- "Additional Information Regarding the Portfolios".

HOW TO LEARN MORE:

Before investing, read this Prospectus. The Prospectus contains information about the Deferred Annuities and Metropolitan Life Separate Account E which you should know before investing. Keep this Prospectus for future reference. For more information, request a copy of the Statement of Additional Information ("SAI"), dated , 2009. The SAI is considered part of this Prospectus as though it were included in the Prospectus. The Table of Contents of the SAI appears on page 84 of this Prospectus. To request a free copy of the SAI or to ask questions, write or call:

Metropolitan Life Insurance Company
1600 Division Road
West Warwick, RI 02893
(800) 638-7732

DEFERRED ANNUITIES AVAILABLE:

- TSA
- TSA ERISA
- Simplified Employee Pensions (SEPs)
- SIMPLE Individual Retirement Annuities
- 457(b) Eligible Deferred Compensation Arrangements (457(b)s)
- 403(a) Arrangements

CLASSES AVAILABLE
FOR EACH
DEFERRED ANNUITY

- B
- C
- L

A WORD ABOUT INVESTMENT RISK:

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

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

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Each class of the Deferred Annuities has its own Separate Account charge and withdrawal charge schedule. Each provides the opportunity to invest for retirement.

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

This Prospectus is not valid unless attached to the current Metropolitan Fund, Calvert Fund, Met Investors Fund and American Funds(R) prospectuses which are attached to the back of this Prospectus. You should read these prospectuses carefully before purchasing a Deferred Annuity.

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

IMPORTANT TERMS YOU SHOULD KNOW

ACCOUNT BALANCE

When you purchase a Deferred Annuity, an account is set up for you. Your Account Balance is the total amount of money credited to you under your Deferred Annuity including money in the investment divisions of the Separate Account and the Fixed Interest Account.

ACCUMULATION UNIT VALUE

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

ADMINISTRATIVE OFFICE

Your Administrative Office is the MetLife office that will generally handle the administration of all your requests concerning your Deferred Annuity. Your Contract will indicate the address of your Administrative Office. We will notify you if there is a change in the address of your Administrative Office. The telephone number to call to initiate a request is 1-800-638-7732.

ANNUITANT

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

ANNUITY UNIT VALUE

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

ASSUMED INVESTMENT RETURN (AIR)

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

BENEFICIARY

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

CONTRACT

A Contract is the legal agreement between you and MetLife or between MetLife and the employer, plan trustee or other entity or the certificate issued to you under a group annuity contract. This document contains relevant provisions of your Deferred Annuity. MetLife issues Contracts for each of the annuities described in this Prospectus.

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CONTRACT ANNIVERSARY

An anniversary of the date we issue the Deferred Annuity.

CONTRACT YEAR

The Contract Year for a Deferred Annuity is the one year period starting on the date we issue the Deferred Annuity and each Contract Anniversary thereafter. For the TSA Deferred Annuity issued to a plan subject to the Employee

Retirement Income Security Act of 1974 ("TSA ERISA Deferred Annuity"), 457(b) and 403(a) Deferred Annuities, for convenience, Contract Year also refers to the one year period starting on the date the participant enrolls in the plan funded by the Deferred Annuity.

EXCHANGE

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

INVESTMENT DIVISION

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

METLIFE

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

SEPARATE ACCOUNT

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

VARIABLE ANNUITY

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

WITHDRAWAL CHARGE

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

YOU

In this Prospectus, depending on the context, "you" is the owner of the Deferred Annuity or the participant or annuitant for whom money is invested under certain group arrangements. In cases where we are referring to giving instructions or making payments to us for 457(b), 403(a), TSA ERISA and certain TSA non-ERISA Deferred Annuities, "you" means the trustee or employer. Under 457(b), 403(a) and 403(b) plans where the participant or annuitant is permitted to choose among investment choices, "you" means the participant or annuitant who is giving us instructions about the investment choices.

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TABLE OF EXPENSES--METLIFE FINANCIAL FREEDOM SELECT DEFERRED ANNUITIES

The following tables describe the expenses you will pay when you buy, hold or withdraw amounts from your Deferred Annuity. The first table describes charges you will pay at the time you purchase the Deferred Annuity, make withdrawals from your Deferred Annuity or make transfers between the investment divisions. There are no fees for the Fixed Interest Account. The tables do not show premium and other taxes which may apply.

Contract Owner Transaction Expenses

<TABLE>

<S>	<C>
Sales Charge Imposed on Purchase Payments............................	None
Withdrawal Charge (as a percentage of the amount withdrawn) (1).......	Up to 9%
Transfer Fee (2)..	Current Charge: None Maximum Guaranteed Charge: $25

</TABLE>

/1/A withdrawal charge may apply if you take a withdrawal from your Deferred Annuity. The charge on the amount withdrawn for each class is calculated according to the following schedule:

<TABLE>

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IF WITHDRAWN DURING CONTRACT YEAR	B CLASS	C CLASS	L CLASS
1	9%	None	9%
2	9%		8%
3	9%		7%
4	9%		6%
5	8%		5%
6	7%		4%
7	6%		2%
8	5%		0%
9	4%		0%
10	3%		0%
11	2%		0%
12	1%		0%
Thereafter	0%		0%

</TABLE>

There are times when the withdrawal charge does not apply to amounts that are withdrawn from a Deferred Annuity. For example, after the first Contract Year, each year you may withdraw up to 10% of your Account Balance without a withdrawal charge. These withdrawals are made on a non-cumulative basis. For Deferred Annuities issued in Connecticut and certain other states or for public school employees in certain states, the withdrawal charge for the B Class are as follows: during Contract Year 1:10%, Year 2: 9%, Year 3: 8%, Year 4: 7%, Year 5: 6%, Year 6: 5%, Year 7: 4%, Year 8: 3%, Year 9: 2%, Year 10: 1%, Year 11 and Thereafter: 0%.

For Deferred Annuities issued in New York, New Jersey and certain other states, the withdrawal charges for the B Class are as follows: during Contract Year 1: 9%; Year 2: 9%; Year 3: 8%; Year 4: 7%; Year 5: 6%; Year 6: 5%; Year 7: 4%; Year 8: 3%; Year 9: 2%; Year 10: 1%; Year 11 and thereafter: 0%.

/2/We reserve the right to limit transfers as described later in this Prospectus. We reserve the right to impose a transfer fee. The amount of this fee will be no greater than $25 per transfer.

The second table describes the fees and expenses that you will bear periodically during the time you hold the Deferred Annuity, but does not include fees and expenses for the Portfolios. You pay the Separate Account charge designated under the appropriate class for the Standard Death Benefit or the Optional Annual Step-Up Death Benefit.

<TABLE>
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Annual Contract Fee (3)..	$30

</TABLE>

<TABLE>
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Current Separate Account Charge (as a percentage of your Account Balance) for all investment divisions except the American Funds Growth-Income, American Funds Growth, American Funds Bond and American Funds Global Small Capitalization Divisions (4)

Death Benefit	B CLASS	C CLASS	L CLASS
Standard Death Benefit.....................	1.15%	1.45%	1.30%
Optional Annual Step-Up Death Benefit......	1.25%	1.55%	1.40%

</TABLE>

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Current Separate Account Charge (as a percentage of your Account Balance) for the American Funds Growth-Income, American Funds Growth, American Funds Bond and American Funds Global Small Capitalization Divisions and maximum guaranteed Separate Account charge (as a percentage of your Account Balance) for all future investment divisions (4)

Death Benefit	B CLASS	C CLASS	L CLASS
Standard Death Benefit........................	1.40%	1.70%	1.55%
Optional Annual Step-Up Death Benefit.........	1.50%	1.80%	1.65%
Optional Guaranteed Minimum Income Benefit (5)..................			0.70%

Optional Lifetime Withdrawal Guarantee Benefit (6)..............	Maximum Guaranteed Charge: 0.95% Current Charge: 0.70%

</TABLE>

/3/ This fee may be waived under certain circumstances. This fee is waived if your total purchase payments for the prior 12 months are at least $2,000 on the day the fee is deducted or if your Account Balance is at least $25,000 on the day the fee is deducted. The fee will be deducted on a pro-rata basis (determined based upon the number of complete months that have elapsed since the prior Contract Anniversary) if you take a total withdrawal of your Account Balance. This fee will not be deducted if you are on medical leave approved by your employer or called to active armed service duty at the time the fee is to be deducted and your employer has informed us of your status. During the pay-out phase we reserve the right to deduct this fee.

/4/ You pay the Separate Account charge with the Standard Death Benefit for your class of the Deferred Annuity during the pay-out phase of your Contract. Charges for optional benefits are those for a Deferred Annuity purchased after April 30, 2009. Different charges may have been in effect for prior time periods. We reserve the right to impose an additional Separate Account charge on investment divisions that we add to the Contract in the future. The additional amount will not exceed the annual rate of 0.25% of the average daily net assets in any such investment divisions, as shown in the table labeled "Current Separate Account Charge for the American Funds investment divisions and maximum guaranteed Separate Account Charge for all future investment divisions".

We are waiving 0.08% of the Separate Account charge for the investment division investing in the BlackRock Large-Cap Core Portfolio.

/5/ The charge for the Guaranteed Minimum Income Benefit is a percentage of your guaranteed minimum income base, as defined later in this Prospectus, and is deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Interest Account balance and Separate Account balance (net of any loans). (We take amounts from the Separate

Account by canceling, if available, accumulation units from your Separate Account.) You do not pay this charge once you are in the pay-out phase of your Contract. Different charges for the Guaranteed Minimum Income Benefit were in effect prior to May 1, 2009.

/6/ The charge for the Lifetime Withdrawal Guarantee Benefit is a percentage of your Total Guaranteed Withdrawal Amount, as defined later in this Prospectus, and is deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Interest Account balance and Separate Account balance. (We take amounts from the Separate Account by canceling accumulation units from your Separate Account balance.) You do not pay this charge once you are in the payout phase of your Contract or after your rider terminates. If an Automatic Annual Step-Up occurs under a Lifetime Withdrawal Guarantee Benefit, we may increase the Lifetime Withdrawal Guarantee Benefit charge to then current charge, but no more than a maximum of 0.95%. Different charges for the optional Lifetime Withdrawal Guarantee Benefit were in effect prior to May 1, 2009. (See Lifetime Withdrawal Guarantee Benefit for more information.)

The third table shows the minimum and maximum total operating expenses charged by the Portfolios, as well as the operating expenses for each Portfolio, that you may bear periodically while you hold the Deferred Annuity. All the Portfolios listed below are Class B except for the Portfolios of the American Funds(R), which are Class 2 Portfolios, American Funds Balanced Allocation Portfolio, American Funds Growth Allocation Portfolio and American Funds Moderate Allocation Portfolio of the Met Investors Fund which are Class C Portfolios, and the Calvert Social Balanced Portfolio. More details concerning the Metropolitan Fund, the Calvert Fund, the Met Investors Fund and the American Funds(R) fees and expenses are contained in their respective prospectuses.

<TABLE>

<S>	<C>	<C>
Total Annual Metropolitan Fund, Calvert Fund, Met Investors Fund and American Funds(R) Operating Expenses for the fiscal year ending December 31, 2007 (expenses that are deducted from these Funds' assets include management fees, distribution fees (12b-1 fees) and other expenses)	Minimum* 0.54%	Maximum 1.34%
After Waiver and/or Reimbursement of Expenses...............	0.53%	1.27%

</TABLE>

* Does not take into consideration any American Funds(R) Portfolio, for which an additional separate account charge applies.

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AMERICAN FUNDS(R)--CLASS 2 ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007

(as a percentage of average daily net assets)	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**
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
American Funds Bond Fund......	0.40%	0.25%	0.01%	--	0.66%	--	0.66%
American Funds Global Small Capitalization Fund.........	0.70%	0.25%	0.03%	--	0.98%	--	0.98%
American Funds Growth Fund....	0.32%	0.25%	0.01%	--	0.58%	--	0.58%
American Funds Growth-Income Fund........................	0.26%	0.25%	0.01%	--	0.52%	--	0.52%

</TABLE>

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CALVERT FUND ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007

(as a percentage of average daily net assets)	DISTRIBUTION AND/OR	ACQUIRED FUND FEES	TOTAL ANNUAL	CONTRACTUAL FEE WAIVER AND/OR	NET TOTAL ANNUAL

	MANAGEMENT FEE	SERVICE (12B-1) FEES	OTHER EXPENSES	AND EXPENSES*	OPERATING EXPENSES	EXPENSE REIMBURSEMENT	OPERATING EXPENSES**
Social Balanced Portfolio.....	0.70%	--	0.20%	--	0.90%	--	0.90%

MET INVESTORS FUND--CLASS B ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007

(as a percentage of average daily net assets)	MANAGEMENT FEE	DISTRIBUTION AND/OR SERVICE (12B-1) FEES	OTHER EXPENSES	ACQUIRED FUND FEES AND EXPENSES*	TOTAL ANNUAL OPERATING EXPENSES	CONTRACTUAL FEE WAIVER AND/OR EXPENSE REIMBURSEMENT	NET TOTAL ANNUAL OPERATING EXPENSES**
American Funds Balanced Allocation Portfolio--Class C..........................	0.10%	0.55%	0.15%	0.39%	1.19%	0.15%	1.04%/1/
American Funds Growth Allocation Portfolio--Class C..........................	0.10%	0.55%	0.19%	0.36%	1.20%	0.19%	1.01%/2/
American Funds Moderate Allocation Portfolio--Class C..........................	0.10%	0.55%	0.26%	0.41%	1.32%	0.26%	1.06%/3/
BlackRock Large Cap Core Portfolio--Class B..........	0.58%	0.25%	0.06%	--	0.89%	--	0.89%
Clarion Global Real Estate Portfolio--Class B..........	0.61%	0.25%	0.04%	--	0.90%	--	0.90%
Cyclical Growth and Income ETF Portfolio--Class B......	0.45%	0.25%	0.09%	0.23%	1.02%	--	1.02%/4/
Cyclical Growth ETF Portfolio--Class B..........	0.45%	0.25%	0.08%	0.24%	1.02%	--	1.02%/5/
Harris Oakmark International Portfolio--Class B..........	0.77%	0.25%	0.08%	--	1.10%	--	1.10%
Janus Forty Portfolio--Class B	0.65%	0.25%	0.06%	--	0.96%	--	0.96%
Lazard Mid Cap							

Portfolio--Class B..........	0.69%	0.25%	0.06%	--	1.00%	--	1.00%
Lord Abbett Bond Debenture Portfolio--Class B..........	0.49%	0.25%	0.04%	--	0.78%	--	0.78%
Met/AIM Small Cap Growth Portfolio--Class B..........	0.86%	0.25%	0.06%	--	1.17%	--	1.17%
Met/Franklin Income Portfolio--Class B..........	0.80%	0.25%	0.29%	--	1.34%	0.19%	1.15%/6/
Met/Franklin Mutual Shares Portfolio--Class B..........	0.80%	0.25%	0.29%	--	1.34%	0.19%	1.15%/7/
Met/Franklin Templeton Founding Strategy Portfolio--Class B..........	0.05%	0.25%	0.15%	0.87%	1.32%	0.15%	1.17%/8/
Met/Templeton Growth Portfolio--Class B..........	0.70%	0.25%	0.34%	--	1.29%	0.24%	1.05%/9/
MFS(R) Research International Portfolio--Class B..........	0.70%	0.25%	0.09%	--	1.04%	--	1.04%
Oppenheimer Capital Appreciation Portfolio--Class B..........	0.58%	0.25%	0.06%	--	0.89%	--	0.89%
PIMCO Inflation Protected Bond Portfolio--Class B.....	0.50%	0.25%	0.05%	--	0.80%	--	0.80%
PIMCO Total Return Portfolio--Class B..........	0.48%	0.25%	0.04%	--	0.77%	--	0.77%/10/
RCM Technology Portfolio--Class B..........	0.88%	0.25%	0.14%	--	1.27%	--	1.27%
T. Rowe Price Mid Cap Growth Portfolio--Class B..........	0.75%	0.25%	0.05%	--	1.05%	--	1.05%
Third Avenue Small Cap Value Portfolio--Class B..........	0.73%	0.25%	0.03%	--	1.01%	--	1.01%

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METROPOLITAN FUND - CLASS B ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007

(as a percentage of average daily net assets)

			DISTRIBUTION	ACQUIRED	TOTAL

	MANAGEMENT FEE	AND/OR SERVICE (12B-1) FEES	OTHER EXPENSES	FUND FEES AND EXPENSES*	ANNUAL OPERATING EXPENSES
<S>	<C>	<C>	<C>	<C>	<C>
BlackRock Bond Income Portfolio................................	0.38%	0.25%	0.06%	--	0.69%
BlackRock Large Cap Value Portfolio............................	0.68%	0.25%	0.06%	--	0.99%
BlackRock Legacy Large Cap Growth Portfolio....................	0.73%	0.25%	0.06%	--	1.04%
BlackRock Strategic Value Portfolio............................	0.82%	0.25%	0.06%	--	1.13%
Davis Venture Value Portfolio..................................	0.69%	0.25%	0.04%	--	0.98%
FI Large Cap Portfolio...	0.77%	0.25%	0.07%	--	1.09%
FI Mid Cap Opportunities Portfolio.............................	0.68%	0.25%	0.05%	--	0.98%
FI Value Leaders Portfolio.....................................	0.64%	0.25%	0.07%	--	0.96%
Franklin Templeton Small Cap Growth Portfolio..................	0.90%	0.25%	0.11%	--	1.26%
Harris Oakmark Focused Value Portfolio.........................	0.72%	0.25%	0.04%	--	1.01%
Lehman Brothers(R) Aggregate Bond Index Portfolio..............	0.25%	0.25%	0.05%	--	0.55%
Loomis Sayles Small Cap Portfolio..............................	0.90%	0.25%	0.05%	--	1.20%
MetLife Aggressive Allocation Portfolio........................	0.10%	0.25%	0.04%	0.73%	1.12%
MetLife Conservative Allocation Portfolio......................	0.10%	0.25%	0.05%	0.59%	0.99%
MetLife Conservative to Moderate Allocation Portfolio..........	0.10%	0.25%	0.01%	0.64%	1.00%
MetLife Mid Cap Stock Index Portfolio..........................	0.25%	0.25%	0.07%	0.01%	0.58%
MetLife Moderate Allocation Portfolio..........................	0.08%	0.25%	0.01%	0.67%	1.01%
MetLife Moderate to Aggressive Allocation Portfolio............	0.08%	0.25%	0.01%	0.70%	1.04%
MetLife Stock Index Portfolio..................................	0.25%	0.25%	0.04%	--	0.54%
MFS(R) Total Return Portfolio..................................	0.53%	0.25%	0.05%	--	0.83%
MFS(R) Value Portfolio...	0.72%	0.25%	0.05%	--	1.02%
Morgan Stanley EAFE(R) Index Portfolio.........................	0.30%	0.25%	0.12%	0.01%	0.68%
Neuberger Berman Mid Cap Value Portfolio.......................	0.64%	0.25%	0.05%	--	0.94%
Russell 2000(R) Index Portfolio................................	0.25%	0.25%	0.07%	0.01%	0.58%
T. Rowe Price Large Cap Growth Portfolio.......................	0.60%	0.25%	0.07%	--	0.92%
T. Rowe Price Small Cap Growth Portfolio.......................	0.51%	0.25%	0.08%	--	0.84%
Western Asset Management Strategic Bond Opportunities Portfolio.	0.61%	0.25%	0.05%	--	0.91%
Western Asset Management U.S. Government Portfolio.............	0.49%	0.25%	0.05%	--	0.79%

</TABLE>

<TABLE>
<CAPTION>
METROPOLITAN FUND - CLASS B ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007

(as a percentage of average daily net assets) CONTRACTUAL

	FEE WAIVER AND/OR EXPENSE REIMBURSEMENT	NET TOTAL ANNUAL OPERATING EXPENSES**
BlackRock Bond Income Portfolio	0.01%	0.68%/11/
BlackRock Large Cap Value Portfolio	--	0.99%
BlackRock Legacy Large Cap Growth Portfolio	--	1.04%
BlackRock Strategic Value Portfolio	--	1.13%
Davis Venture Value Portfolio	--	0.98%
FI Large Cap Portfolio	--	1.09%
FI Mid Cap Opportunities Portfolio	--	0.98%
FI Value Leaders Portfolio	--	0.96%
Franklin Templeton Small Cap Growth Portfolio	--	1.26%
Harris Oakmark Focused Value Portfolio	--	1.01%
Lehman Brothers(R) Aggregate Bond Index Portfolio	0.01%	0.54%/13/
Loomis Sayles Small Cap Portfolio	0.05%	1.15%/14/
MetLife Aggressive Allocation Portfolio	0.04%	1.08%/15/
MetLife Conservative Allocation Portfolio	0.05%	0.94%/16/
MetLife Conservative to Moderate Allocation Portfolio	0.01%	0.99%/17/
MetLife Mid Cap Stock Index Portfolio	0.01%	0.57%/18/
MetLife Moderate Allocation Portfolio	--	1.01%/19/
MetLife Moderate to Aggressive Allocation Portfolio	--	1.04%/20/
MetLife Stock Index Portfolio	0.01%	0.53%/21/
MFS(R) Total Return Portfolio	--	0.83%
MFS(R) Value Portfolio	0.07%	0.95%/22/
Morgan Stanley EAFE(R) Index Portfolio	0.01%	0.67%/23/
Neuberger Berman Mid Cap Value Portfolio	--	0.94%
Russell 2000(R) Index Portfolio	0.01%	0.57%/24/
T. Rowe Price Large Cap Growth Portfolio	--	0.92%
T. Rowe Price Small Cap Growth Portfolio	--	0.84%
Western Asset Management Strategic Bond Opportunities Portfolio	--	0.91%
Western Asset Management U.S. Government Portfolio	--	0.79%

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

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

++Fees and expenses of this Portfolio are based on the Portfolio's fiscal year ended October 31, 2007.

++++Fees and expenses of this Portfolio are based on the Portfolio's fiscal year ended January 31, 2008.

<PAGE>

/1/ The Portfolio is a "fund of funds" that invests substantially all of its assets in portfolios of the American Funds Insurance Series(R). Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. The estimated expenses of the underlying portfolios are based upon the weighted average of the total operating expenses of the underlying portfolios before expense waivers allocated to the portfolios at December 31, 2007. The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.10%, excluding 12b-1 fees and acquired fund fees and expenses.

/2/ The Portfolio is a "fund of funds" that invests substantially all of its assets in portfolios of the American Funds Insurance Series(R). Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. The estimated expenses of the underlying portfolios are based upon the weighted average of the total operating expenses of the underlying portfolios before expense waivers allocated to the portfolios at December 31, 2007. The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.10%, excluding 12b-1 fees and acquired fund fees and expenses.

/3/ The Portfolio is a "fund of funds" that invests substantially all of its assets in portfolios of the American Funds Insurance Series(R). Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. The estimated expenses of the underlying portfolios are based upon the weighted average of the total operating expenses of the underlying portfolios before expense waivers allocated to the portfolios at December 31, 2007. The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.10%, excluding 12b-1 fees and acquired fund fees and expenses.

/4/ The Portfolio primarily invests its assets in other investment companies known as exchange-traded funds ("underlying ETFs"). As an investor in an underlying ETF or other investment company, the Portfolio will bear its pro rata portion of the operating expenses of the underlying ETF or other investment company, including the management fee.

/5/ The Portfolio primarily invests its assets in other investment companies known as exchange-traded funds ("underlying ETFs"). As an investor in an underlying ETF or other investment company, the Portfolio will bear its pro rata portion of the operating expenses of the underlying ETF or other investment company, including the management fee.

/6/ The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.90%, excluding 12b-1 fees.

/7/ The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.90%, excluding 12b-1 fees.

/8/ The Portfolio is a "fund of funds" that invests equally in three other portfolios of the Met Investors Series Trust: the Met/Franklin Income Portfolio, the Met/Franklin Mutual Shares Portfolio and the Met/Templeton

Growth Portfolio. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. The expenses of the underlying portfolios are based upon the weighted average of the estimated total operating expenses of the underlying portfolios after expense waivers allocated to the underlying portfolios for the year ending December 31, 2008. The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.05%, excluding 12b-1 fees and acquired fund fees and expenses.

/9/ The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.80%, excluding 12b-1 fees.

/10/The Management Fee has been restated to reflect an amended management fee agreement, as if the agreement had been in effect during the preceding fiscal year.

/11/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to the annual rate of 0.325% for the amounts over $1 billion but less than $2 billion.

<PAGE>

/13/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.244%.

/14/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio by 0.05%.

/15/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/16/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/17/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/18/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.243%.

/19/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/20/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/21/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.243%.

/22/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to the annual rate of 0.65% for the first $1.25 billion of the Portfolio's average daily net assets, 0.60% for the next $250 million and 0.50% for amounts over $1.5 billion.

/23/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.293%.

/24/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.243%.

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EXAMPLES

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

Examples 1 through 3 assume you purchased the Contract with optional benefits that resulted in the highest possible combination of charges. Examples 4 through 6 assume you purchased the Contract with no optional benefits that resulted in the least expensive combination of charges.

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

Assumptions:

- your total Account Balance is $16,000 (for purposes of determining the impact of the Annual Contract Fee);
- there was no allocation to the Fixed Interest Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);
- you select the B Class;
- the underlying Portfolio earns a 5% annual return;
- you select the Annual Step-Up Death Benefit; and
- you select the Lifetime Withdrawal Guarantee Benefit.

You surrender your Contract, with applicable withdrawal charges deducted.

<TABLE>
<CAPTION>

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum.......................................	$1,291	$2,003	$2,744	$4,489
Minimum.......................................	$1,218	$1,786	$2,384	$3,760

</TABLE>

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

<TABLE>
<CAPTION>

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum.......................................	$380	$1,166	$1,985	$4,193
Minimum.......................................	$300	$928	$1,594	$3,438

</TABLE>

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

- your total Account Balance is $16,000 (for purposes of determining the impact of the Annual Contract Fee);
- there was no allocation to the Fixed Interest Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);
- you select the C Class;
- the underlying Portfolio earns a 5% annual return;
- you select the Annual Step-Up Death Benefit; and
- you select the Lifetime Withdrawal Guarantee Benefit.

<PAGE>

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

<TABLE>
<CAPTION>

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum......................................	$410	$1,254	$2,128	$4,459
Minimum......................................	$330	$1,018	$1,742	$3,729

</TABLE>

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

. your total Account Balance is $16,000 (for purposes of determining the impact of the Annual Contract Fee);
. there was no allocation to the Fixed Interest Account;
. you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);
. you select the L Class;
. the underlying Portfolio earns a 5% annual return;
. you select the Annual Step-Up Death Benefit; and
. you select the Lifetime Withdrawal Guarantee Benefit.

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

<TABLE>
<CAPTION>

	1 YEAR	3 YEARS	5 YEARS	10 YEARS

<S>	<C>	<C>	<C>	<C>
Maximum..	$1,304	$1,858	$2,527	$4,327
Minimum..	$1,232	$1,637	$2,159	$3,584

</TABLE>

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

<TABLE>
<CAPTION>

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum..	$395	$1,210	$2,057	$4,327
Minimum..	$315	$973	$1,668	$3,584

</TABLE>

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

Assumptions:

. your total Account Balance is $16,000 (for purposes of determining the impact of the Annual Contract Fee);

. there was no allocation to the Fixed Interest Account;

. you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);

. you select the B Class; and

. the underlying Portfolio earns a 5% annual return.

<PAGE>

You surrender your Contract, with applicable charges deducted.

<TABLE>
<CAPTION>

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum..	$1,191	$1,696	$2,219	$3,332
Minimum..	$1,118	$1,476	$1,849	$2,554

</TABLE>

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

<TABLE>
<CAPTION>

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum......................................	$271	$830	$1,415	$2,995
Minimum......................................	$191	$589	$1,013	$2,190

</TABLE>

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

Assumptions:

. your total Account Balance is $16,000 (for purposes of determining the impact of the Annual Contract Fee);

. there was no allocation to the Fixed Interest Account;

. you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);

. you select the C Class; and

. the underlying Portfolio earns a 5% annual return.

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

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	$301	$919	$1,562	$3,279
Minimum	$221	$680	$1,166	$2,500

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

- your total Account Balance is $16,000 (for purposes of determining the impact of the Annual Contract Fee);
- there was no allocation to the Fixed Interest Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);
- you select the L Class; and
- the underlying Portfolio earns a 5% annual return.

You surrender your Contract, with applicable charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	$1,204	$1,545	$1,987	$3,138
Minimum	$1,132	$1,321	$1,609	$2,346

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

<TABLE>
<CAPTION>

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum..	$286	$875	$1,489	$3,138
Minimum..	$206	$635	$1,090	$2,346

</TABLE>

ACCUMULATION UNIT VALUES FOR EACH INVESTMENT DIVISION

See Appendix III.

<PAGE>

METLIFE

Metropolitan Life Insurance Company ("MetLife" or the "Company") is a wholly-owned subsidiary of MetLife, Inc. (NYSE: MET). MetLife's home office is located at 200 Park Avenue, New York, New York 10166-0188. MetLife was formed under the laws of New York State in 1868. MetLife, Inc. is a leading provider of insurance and financial services with operations throughout the United States and the Latin America, Europe and Asia Pacific regions. Through its domestic and international subsidiaries and affiliates, MetLife, Inc. reaches more than 70 million customers around the world and MetLife is the largest life insurer in the United States (based on life insurance in-force). The MetLife Companies offer life insurance, annuities, auto and home insurance, retail banking and other financial services to individuals, as well as group insurance, reinsurance and retirement & savings products and services to corporations and other institutions. For more information, please visit www.metlife.com.

METROPOLITAN LIFE

SEPARATE ACCOUNT E

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

The Separate Account's assets are solely for the benefit of those who invest in the Separate Account and no one else, including our creditors. We are obligated to pay all money we owe under the Deferred Annuities even if that amount exceeds the assets in the Separate Account. Any such amount that exceeds the assets in the Separate Account is paid from our general account. Any such amount under the Optional Annual Step-Up Death Benefit, Guaranteed Minimum Income Benefit and Lifetime Withdrawal Guarantee Benefit that exceeds the assets in the Separate Account are also paid from our general account. Benefit amounts paid from the general account are subject to the financial strength and claims paying ability of the Company. The assets of the Separate Account are held in our name on behalf of the Separate Account and legally belong to us. All the income, gains, and losses (realized or unrealized) resulting from these assets are credited to or charged against the Contracts issued from this Separate Account without regard to our other business.

VARIABLE ANNUITIES

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

The Deferred Annuities have a fixed interest rate option called the "Fixed Interest Account." The Fixed Interest Account is not available to all contract owners. The Fixed Interest Account offers an interest rate that is guaranteed by us (the current minimum rate on the Fixed Interest Account is 3% but may be lower based on your state and issue date and, therefore, may be lower for certain Contracts). The Fixed Interest Account is not available with a Deferred Annuity issued

<PAGE>
in New York State with the optional Guaranteed Minimum Income Benefit. The variable pay-out options under the Deferred Annuities have a fixed payment option called the "Fixed Income Option." Under the Fixed Income Option, we guarantee the amount of your fixed income payments. These fixed options are not described in this Prospectus although we occasionally refer to them.

REPLACEMENT OF ANNUITY CONTRACTS

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

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

THE DEFERRED ANNUITY

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

All TSA plans (ERISA and non-ERISA), IRAs (including SEPs and SIMPLE IRAs), 457(b) plans and 403(a) arrangements receive tax deferral under the Internal Revenue Code. There are no additional tax benefits from funding TSA ERISA or non-ERISA plans, IRAs (including SEPs and SIMPLE IRAs), 457(b) plans and 403(a) arrangements with a Deferred Annuity. Therefore, there should be reasons other than tax deferral for acquiring the Deferred Annuity, such as the availability of a guaranteed income for life, the death benefits or the other optional benefits available under this Deferred Annuity.

Because the Contract proceeds must be distributed within the time periods required by the federal Internal Revenue Code, the right of a spouse to continue the Contract, and all Contract provisions relating to spousal continuation, if any, are available only to a person who is defined as a "spouse" under the federal Defense of Marriage Act, or any other applicable federal law.

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

The Deferred Annuity is offered in several variations, which we call "classes." Your employer, association or other group contract holder may limit the availability of certain classes. If available, only the C Class is available to the 457(b) Deferred Annuity issued to state and local governments in New York State. Each has its own Separate Account charge and applicable withdrawal charge (except C Class which has no withdrawal charges). The Deferred Annuity also offers you the opportunity to choose optional benefits, each for a charge in addition to the Separate Account charge with the Standard Death Benefit for that class. If you purchase the optional death benefit you receive the optional benefit in place of the Standard Death Benefit. In deciding what class of the Deferred Annuity to purchase, you should consider the amount of Separate Account and withdrawal charges you are willing to bear relative to your needs. In deciding whether to purchase the optional benefits, you should consider the desirability of the benefit relative to its additional cost and to your needs. Unless you tell us otherwise, we will assume that you are purchasing the B Class Deferred Annuity with the Standard Death Benefit and no optional benefits. These optional benefits are:

. an Annual Step-Up Death Benefit;

. a Guaranteed Minimum Income Benefit; and

. a Lifetime Withdrawal Guarantee Benefit.

Each of these optional benefits is described in more detail later in this Prospectus. Optional benefits may not be available in all states.

We make available other classes of the Deferred Annuity based upon the characteristics of the group. Such characteristics include, but are not limited to, the nature of the group, size, the facility by which purchase payments will be paid, aggregate amount of anticipated purchase payments or anticipated persistency. The availability of other classes to contract owners will be made in a reasonable manner and will not be unfairly discriminatory to the interests of any contract owner.

CLASSES OF THE DEFERRED ANNUITY

B CLASS

The B Class has a 1.15% annual Separate Account charge (1.40% in the case of each American Funds investment division) and a declining twelve year (ten years for a Deferred Annuity issued in Connecticut and certain other states) withdrawal charge on the amount withdrawn. If you choose the optional death benefit, the Separate Account charge would be 1.25% or, in the case of each American Funds investment division, 1.50%. The B Class is not available to the 457(b) Deferred Annuity issued to state and local governments in New York State.

C CLASS

The C Class has a 1.45% annual Separate Account charge (1.70% in the case of each American Funds investment division) and no withdrawal charge. If you choose the optional death benefit, the Separate Account charge would be 1.55% or, in the case of each American Funds investment division, 1.80%.

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L CLASS

The L Class has a 1.30% annual Separate Account charge (1.55% in the case of each American Funds investment division) and a declining seven year withdrawal charge on the amount withdrawn. If you choose the optional death benefit, the Separate Account charge would be 1.40% or, in the case of each American Funds investment division, 1.65%. The L Class is not available to the 457(b) Deferred Annuity issued to state and local governments in New York State.

ELIGIBLE ROLLOVER DISTRIBUTION AND DIRECT TRANSFER CREDIT FOR B AND L CLASSES

During the first two Contract Years, for the B and L Classes, we currently credit 3% (2% in New York State) to each of your purchase payments which consist of money from eligible rollover distributions or direct transfers from annuities or mutual funds that are not products of MetLife or its affiliates.

(For Deferred Annuities issued in Connecticut and certain other states, the credit also applies to purchase payments which consist of money from eligible rollover distributions or direct transfers from annuities and mutual funds that are products of MetLife or its affiliates. For Deferred Annuities issued in New York State, the credit applies to purchase payments made from salary reductions and from eligible rollover distributions or direct transfers from annuities or mutual funds that are not products of MetLife or its affiliates.) The credit may not be available in all states. Your employer, association or other group contract holder may limit the availability of the rollover distribution and direct transfer credit. The credit will be applied pro-rata to the Fixed Interest Account, if available, and the investment divisions of the Separate Account based upon your allocation for your purchase payments at the time the transfer or rollover amount is credited. You may only receive the 3% credit if you are less than 66 years old at date of issue. The credit is provided, based upon certain savings we realize, instead of reducing expenses directly. You do not pay any additional charge to receive the credit.

For 457(b), 403(a) and TSA ERISA Deferred Annuities, the eligible rollover distribution and direct transfer credit amounts must be allocated to the Fixed Interest Account and remain in the Fixed Interest Account for a period of five years to receive the credit. If the amount is withdrawn prior to the fifth year, the entire credit will be forfeited. If a portion is withdrawn prior to the fifth year, a portion of the credit that is in the same proportion as the withdrawal is to the applicable eligible rollover distribution and direct transfer credit will be forfeited.

For the TSA Deferred Annuity, any 3% credit does not become yours until after the "free look" period; we retrieve it if you exercise the "free look". Your exercise of the "free look" is the only circumstance under which the 3% credit will be retrieved (commonly called "recapture"). We then will refund either your purchase payments or Account Balance, depending upon your state law. In the case of a refund of Account Balance, the refunded amount will include any investment performance on amounts attributable to the 3% credit. If there have been any losses from the investment performance on the amounts attributable to the 3% credit, we will bear that loss.

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YOUR INVESTMENT CHOICES

The Metropolitan Fund, the Calvert Fund, the Met Investors Fund and the American Funds(R) and each of their Portfolios are more fully described in their respective prospectuses and SAIs. The SAIs are available upon your request. The Metropolitan Fund, the Calvert Fund, the Met Investors Fund and the American Funds(R) prospectuses are attached at the end of this Prospectus. You should read these prospectuses carefully before making purchase payments to the investment divisions. Except for the Calvert Fund, all classes of shares available to the Deferred Annuities, have a 12b-1 Plan fee.

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

METROPOLITAN FUND ASSET ALLOCATION PORTFOLIOS

The MetLife Conservative Allocation Portfolio, the MetLife Conservative to Moderate Allocation Portfolio, the MetLife Moderate Allocation Portfolio, the MetLife Moderate to Aggressive Allocation Portfolio and the MetLife Aggressive Allocation Portfolio, also known as the "asset allocation portfolios", are "fund of funds" Portfolios that invest substantially all of their assets in other Portfolios of the Metropolitan Fund or the Met Investors Fund. Therefore, each of these asset allocation portfolios will bear its pro-rata share of the fees and expenses incurred by the underlying Portfolios in which it invests in addition to its own management fees and expenses. This will reduce the investment return of each of the asset allocation portfolios. The expense levels will vary over time, depending on the mix of underlying Portfolios in which the asset allocation portfolio invests. Contract owners may be able to realize lower aggregate expenses by investing directly in the underlying Portfolios instead of investing in the asset allocation portfolios. A contract owner who chooses to invest directly in the underlying Portfolios would not, however, receive asset allocation services provided by MetLife Advisers.

MET INVESTORS FUND ASSET ALLOCATION PORTFOLIOS

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

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MET/FRANKLIN TEMPLETON FOUNDING STRATEGY PORTFOLIO

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

EXCHANGE-TRADED FUNDS PORTFOLIOS

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

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FUNDING OPTION	INVESTMENT OBJECTIVE	INVESTMENT MANAGER/ SUB-INVESTMENT MANAGER
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	AMERICAN FUNDS(R)	
AMERICAN FUNDS BOND FUND	SEEKS TO MAXIMIZE CURRENT INCOME AND PRESERVE CAPITAL BY INVESTING PRIMARILY IN FIXED-INCOME SECURITIES.	CAPITAL RESEARCH AND MANAGEMENT COMPANY
AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION FUND	SEEKS CAPITAL APPRECIATION THROUGH STOCKS.	CAPITAL RESEARCH AND MANAGEMENT COMPANY
AMERICAN FUNDS GROWTH FUND	SEEKS CAPITAL APPRECIATION THROUGH STOCKS.	CAPITAL RESEARCH AND MANAGEMENT COMPANY
AMERICAN FUNDS GROWTH-INCOME FUND	SEEKS BOTH CAPITAL APPRECIATION AND INCOME.	CAPITAL RESEARCH AND MANAGEMENT COMPANY
	CALVERT FUNDS	
SOCIAL BALANCED PORTFOLIO	SEEKS TO ACHIEVE A COMPETITIVE TOTAL RETURN THROUGH AN ACTIVELY MANAGED PORTFOLIO OF STOCKS, BONDS AND MONEY MARKET INSTRUMENTS WHICH OFFER INCOME AND CAPITAL GROWTH OPPORTUNITY AND WHICH SATISFY THE INVESTMENT AND SOCIAL CRITERIA.	CALVERT ASSET MANAGEMENT COMPANY, INC. SUB-INVESTMENT MANAGER: NEW AMSTERDAM PARTNERS LLC AND SSGA FUNDS MANAGEMENT, INC. MANAGE THE EQUITY PORTION. CALVERT ASSET MANAGEMENT COMPANY, INC. MANAGES THE FIXED INCOME PORTION AND DETERMINES THE OVERALL ASSET CLASS MIX FOR THE PORTFOLIO.
	MET INVESTORS FUND	
AMERICAN FUNDS BALANCED ALLOCATION PORTFOLIO	SEEKS A BALANCE BETWEEN A HIGH LEVEL OF CURRENT INCOME AND GROWTH OF CAPITAL WITH A GREATER EMPHASIS ON GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: MET INVESTORS ADVISORY, LLC
AMERICAN FUNDS GROWTH ALLOCATION PORTFOLIO	SEEKS GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: MET INVESTORS ADVISORY, LLC
AMERICAN FUNDS MODERATE	SEEKS A HIGH TOTAL RETURN IN THE FORM OF	MET INVESTORS ADVISORY, LLC

ALLOCATION PORTFOLIO	INCOME AND GROWTH OF CAPITAL, WITH A GREATER EMPHASIS ON INCOME.	SUB-INVESTMENT MANAGER: MET INVESTORS ADVISORY, LLC
BLACKROCK LARGE CAP CORE PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC

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FUNDING OPTION	INVESTMENT OBJECTIVE	INVESTMENT MANAGER/ SUB-INVESTMENT MANAGER
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CLARION GLOBAL REAL ESTATE PORTFOLIO	SEEKS TO PROVIDE TOTAL RETURN THROUGH INVESTMENT IN REAL ESTATE SECURITIES, EMPHASIZING BOTH CAPITAL APPRECIATION AND CURRENT INCOME.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: ING CLARION REAL ESTATE SECURITIES, L.P.
CYCLICAL GROWTH AND INCOME ETF PORTFOLIO	SEEKS GROWTH OF CAPITAL AND INCOME.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: GALLATIN ASSET MANAGEMENT, INC.
CYCLICAL GROWTH ETF PORTFOLIO	SEEKS GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: GALLATIN ASSET MANAGEMENT, INC.
HARRIS OAKMARK INTERNATIONAL PORTFOLIO	SEEKS LONG-TERM CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: HARRIS ASSOCIATES L.P.
JANUS FORTY PORTFOLIO	SEEKS CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: JANUS CAPITAL MANAGEMENT LLC
LAZARD MID CAP PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: LAZARD ASSET MANAGEMENT LLC
LORD ABBETT BOND DEBENTURE PORTFOLIO	SEEKS HIGH CURRENT INCOME AND THE OPPORTUNITY FOR CAPITAL APPRECIATION TO PRODUCE A HIGH TOTAL RETURN.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: LORD, ABBETT & CO. LLC
MET/AIM SMALL CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: INVESCO AIM CAPITAL MANAGEMENT, INC.
MET/FRANKLIN INCOME	SEEKS TO MAXIMIZE INCOME WHILE MAINTAINING	MET INVESTORS ADVISORY, LLC

PORTFOLIO	PROSPECTS FOR CAPITAL APPRECIATION.	SUBADVISER: FRANKLIN ADVISERS, INC.
MET/FRANKLIN MUTUAL SHARES PORTFOLIO	SEEKS CAPITAL APPRECIATION, WHICH MAY OCCASIONALLY BE SHORT-TERM. THE PORTFOLIO'S SECONDARY INVESTMENT OBJECTIVE IS INCOME.	MET INVESTORS ADVISORY, LLC SUBADVISER: FRANKLIN MUTUAL ADVISERS, LLC
MET/FRANKLIN TEMPLETON FOUNDING STRATEGY PORTFOLIO	PRIMARILY SEEKS CAPITAL APPRECIATION AND SECONDARILY SEEKS INCOME.	MET INVESTORS ADVISORY, LLC SUBADVISER: MET INVESTORS ADVISORY, LLC
MET/TEMPLETON GROWTH PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: TEMPLETON GLOBAL ADVISORS LIMITED
MFS(R) RESEARCH INTERNATIONAL PORTFOLIO	SEEKS CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: MASSACHUSETTS FINANCIAL SERVICES COMPANY
OPPENHEIMER CAPITAL APPRECIATION PORTFOLIO	SEEKS CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: OPPENHEIMERFUNDS, INC.
PIMCO INFLATION PROTECTED BOND PORTFOLIO	SEEKS TO PROVIDE MAXIMUM REAL RETURN, CONSISTENT WITH PRESERVATION OF CAPITAL AND PRUDENT INVESTMENT MANAGEMENT.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: PACIFIC INVESTMENT MANAGEMENT COMPANY LLC
PIMCO TOTAL RETURN PORTFOLIO	SEEKS MAXIMUM TOTAL RETURN, CONSISTENT WITH THE PRESERVATION OF CAPITAL AND PRUDENT INVESTMENT MANAGEMENT.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: PACIFIC INVESTMENT MANAGEMENT COMPANY LLC
RCM TECHNOLOGY PORTFOLIO	SEEKS CAPITAL APPRECIATION; NO CONSIDERATION IS GIVEN TO INCOME.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: RCM CAPITAL MANAGEMENT LLC
T. ROWE PRICE MID CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: T. ROWE PRICE ASSOCIATES, INC.

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FUNDING OPTION	INVESTMENT OBJECTIVE	INVESTMENT MANAGER/ SUB-INVESTMENT MANAGER
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THIRD AVENUE SMALL CAP VALUE PORTFOLIO	SEEKS LONG-TERM CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: THIRD

		AVENUE MANAGEMENT LLC
	METROPOLITAN FUND	
BLACKROCK BOND INCOME PORTFOLIO	SEEKS A COMPETITIVE TOTAL RETURN PRIMARILY FROM INVESTING IN FIXED-INCOME SECURITIES.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC
BLACKROCK LARGE CAP VALUE PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC
BLACKROCK LEGACY LARGE CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC
BLACKROCK STRATEGIC VALUE PORTFOLIO	SEEKS HIGH TOTAL RETURN, CONSISTING PRINCIPALLY OF CAPITAL APPRECIATION.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC
DAVIS VENTURE VALUE PORTFOLIO	SEEKS GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: DAVIS SELECTED ADVISERS, L.P.
FI LARGE CAP PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: PYRAMIS GLOBAL ADVISORS, LLC
FI MID CAP OPPORTUNITIES PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: PYRAMIS GLOBAL ADVISORS, LLC
FI VALUE LEADERS PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: PYRAMIS GLOBAL ADVISORS, LLC
FRANKLIN TEMPLETON SMALL CAP GROWTH PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: FRANKLIN ADVISERS, INC.
HARRIS OAKMARK FOCUSED VALUE PORTFOLIO	SEEKS LONG-TERM CAPITAL APPRECIATION.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: HARRIS ASSOCIATES L.P.
LEHMAN BROTHERS(R) AGGREGATE BOND INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE LEHMAN BROTHERS(R) AGGREGATE BOND INDEX.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC
LOOMIS SAYLES SMALL CAP PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH FROM INVESTMENTS IN COMMON STOCKS OR OTHER EQUITY SECURITIES.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: LOOMIS, SAYLES & COMPANY, L.P.
METLIFE AGGRESSIVE ALLOCATION PORTFOLIO	SEEKS GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC
METLIFE CONSERVATIVE ALLOCATION PORTFOLIO	SEEKS HIGH LEVEL OF CURRENT INCOME, WITH GROWTH OF CAPITAL AS A SECONDARY OBJECTIVE.	METLIFE ADVISERS, LLC

METLIFE CONSERVATIVE TO MODERATE ALLOCATION PORTFOLIO	SEEKS HIGH TOTAL RETURN IN THE FORM OF INCOME AND GROWTH OF CAPITAL, WITH A GREATER EMPHASIS ON INCOME.	METLIFE ADVISERS, LLC
METLIFE MID CAP STOCK INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE STANDARD & POOR'S MID CAP 400(R) COMPOSITE STOCK PRICE INDEX.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC

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FUNDING OPTION	INVESTMENT OBJECTIVE	INVESTMENT MANAGER/ SUB-INVESTMENT MANAGER
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METLIFE MODERATE ALLOCATION PORTFOLIO	SEEKS A BALANCE BETWEEN A HIGH LEVEL OF CURRENT INCOME AND GROWTH OF CAPITAL, WITH A GREATER EMPHASIS ON GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC
METLIFE MODERATE TO AGGRESSIVE ALLOCATION PORTFOLIO	SEEKS GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC
METLIFE STOCK INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE STANDARD & POOR'S 500(R) COMPOSITE STOCK PRICE INDEX.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC
MFS(R) TOTAL RETURN PORTFOLIO	SEEKS A FAVORABLE TOTAL RETURN THROUGH INVESTMENT IN A DIVERSIFIED PORTFOLIO.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: MASSACHUSETTS FINANCIAL SERVICES COMPANY
MFS(R) VALUE PORTFOLIO	SEEKS CAPITAL APPRECIATION AND REASONABLE INCOME.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: MASSACHUSETTS FINANCIAL SERVICES COMPANY
MORGAN STANLEY EAFE(R) INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE MSCI EAFE(R) INDEX.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC
NEUBERGER BERMAN MID CAP VALUE PORTFOLIO	SEEKS CAPITAL GROWTH.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: NEUBERGER BERMAN MANAGEMENT, INC.
RUSSELL 2000(R) INDEX	SEEKS TO EQUAL THE RETURN OF THE RUSSELL	METLIFE ADVISERS, LLC

PORTFOLIO	2000(R) INDEX.	SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC
T. ROWE PRICE LARGE CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL AND, SECONDARILY, DIVIDEND INCOME.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: T. ROWE PRICE ASSOCIATES, INC.
T. ROWE PRICE SMALL CAP GROWTH PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: T. ROWE PRICE ASSOCIATES, INC.
WESTERN ASSET MANAGEMENT STRATEGIC BOND OPPORTUNITIES PORTFOLIO	SEEKS TO MAXIMIZE TOTAL RETURN CONSISTENT WITH PRESERVATION OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: WESTERN ASSET MANAGEMENT COMPANY
WESTERN ASSET MANAGEMENT U.S. GOVERNMENT PORTFOLIO	SEEKS TO MAXIMIZE TOTAL RETURN CONSISTENT WITH PRESERVATION OF CAPITAL AND MAINTENANCE OF LIQUIDITY.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: WESTERN ASSET MANAGEMENT COMPANY

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Some of the investment choices may not be available under the terms of your Deferred Annuity. Your Contract or other correspondence we provide you will indicate the investment divisions that are available to you. Your investment choices may be limited because:

- Your employer, association or other group contract holder limits the available investment divisions.

- We have restricted the available investment divisions.

The investment divisions buy and sell shares of corresponding mutual fund Portfolios. These Portfolios, which are part of either the Metropolitan Fund, the Calvert Fund, the Met Investors Fund or the American Funds(R) invest in stocks, bonds and other investments. All dividends declared by the Portfolios are earned by the Separate Account and are reinvested. Therefore, no dividends are distributed to you under the Deferred Annuities. You pay no transaction expenses (i.e., front-end or back-end sales load charges) as a result of the Separate Account's purchase or sale of these mutual fund shares. The Portfolios of the Metropolitan Fund and the Met Investors Fund are available by purchasing annuities and life insurance policies from MetLife or certain of its affiliated insurance companies and are never sold directly to the public.

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The Calvert Fund and American Funds(R) Portfolios are made available by the Calvert Fund and the American Funds(R) only through various insurance company annuities and life insurance policies.

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

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

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

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

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

We and/or certain of our affiliated insurance companies have joint ownership interests in our affiliated investment managers MetLife Advisers, LLC and Met Investors Advisory LLC, which are formed as "limited liability companies". Our ownership interests in MetLife Advisers, LLC and Met Investors Advisory LLC entitle us to profit distributions if the adviser makes a profit with respect to the advisory fees it receives from the Portfolio. We will benefit accordingly from assets allocated to the Portfolios to the extent they result in profits to the advisers. (See the Table of Expenses for information on the investment management fees paid by the Portfolios.)

Certain Portfolios have adopted a Distribution Plan under Rule 12b-1 of the 1940 Act. A Portfolio's 12b-1 Plan, if any, is described in more detail in the prospectuses for the Portfolios. See the Table of Expenses and "Who Sells the Deferred Annuities". Any payments we receive pursuant to those 12b-1 Plans are paid to us or our distributor. Payments under a Portfolio's 12b-1 Plan decrease the Portfolios' investment return.

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

WE DO NOT PROVIDE ANY INVESTMENT ADVICE AND DO NOT RECOMMEND OR ENDORSE ANY PARTICULAR PORTFOLIO. YOU BEAR THE RISK OF ANY DECLINE IN THE CONTRACT VALUE OF YOUR DEFERRED ANNUITY RESULTING FROM THE PERFORMANCE OF THE PORTFOLIO YOU HAVE CHOSEN.

We make certain payments to American Funds Distributors, Inc., principal underwriter for the American Funds Insurance Series(R). (See "Who Sells The Deferred Annuities".)

DEFERRED ANNUITIES

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

- TSA (Tax Sheltered Annuities)
- TSA ERISA (Tax Sheltered Annuities subject to ERISA)
- SEPs (Simplified Employee Pensions)
- SIMPLE IRAs (Savings Incentive Match Plan for Employees Individual Retirement Annuities)
- 457(b)s (Section 457(b) Eligible Deferred Compensation Arrangements)

. 403(a) Arrangements

A form of the deferred annuity may be issued to a bank that does nothing but hold them as a contract holder.

THE DEFERRED ANNUITY AND YOUR RETIREMENT PLAN

These Deferred Annuities may be issued either to you as an individual or to a group. You are then a participant under the group's Deferred Annuity. If you participate through a retirement plan or other group arrangement, the Deferred Annuity may provide that all or some of your rights or choices as described in this Prospectus are subject to the plan's terms. For example, limitations on your rights may apply to investment choices, automated investments strategies, purchase payments, withdrawals, transfers, loans, the death benefit and pay-out options.

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The Deferred Annuity may provide that a plan administrative fee will be paid by making a withdrawal from your Account Balance. We may rely on your employer's or plan administrator's statements to us as to the terms of the plan or your entitlement to any amounts. We are not a party to your employer's retirement plan. We will not be responsible for determining what your plan says. You should consult the Deferred Annuity contract and plan document to see how you may be affected. If you are a Texas Optional Retirement Program participant, please see Appendix II for specific information which applies to you.

AUTOMATED INVESTMENT STRATEGIES

There are four automated investment strategies available to you. We created these investment strategies to help you manage your money. You decide if one is appropriate for you, based upon your risk tolerance and savings goals. The Index Selector is not available with a Deferred Annuity with the Optional Lifetime Withdrawal Guarantee Benefit. These are available to you without any additional charges. As with any investment program, none of them can guarantee a gain--you can lose money. We may modify or terminate any of the strategies at any time. You may have only one strategy in effect at a time. You may not have a strategy in effect while you also have an outstanding loan. Your employer, association or other group contract holder may limit the availability of any investment strategy.

The Equity Generator/SM/: An amount equal to the interest earned in the Fixed Interest Account is transferred monthly to any one investment division based on your selection. If your Fixed Interest Account balance at the time of a scheduled transfer is zero, this strategy is automatically discontinued.

The Rebalancer(R): You select a specific asset allocation for your entire Account Balance from among the investment divisions and the Fixed Interest Account, if available. Each quarter we transfer amounts among these options to bring the percentage of your Account Balance in each option back to your original allocation. In the future, we may permit you to allocate less than 100% of your Account Balance to this strategy.

The Index Selector/SM/: You may select one of five asset allocation models which are designed to correlate to various risk tolerance levels. Based on the model you choose, your entire Account Balance is allocated among the Lehman Brothers(R) Aggregate Bond Index, MetLife Stock Index, Morgan Stanley EAFE(R) Index, Russell 2000(R) Index and MetLife Mid Cap Stock Index investment divisions and the Fixed Interest Account. Each quarter the percentage in each of these investment divisions and the Fixed Interest Account is brought back to the selected model percentage by transferring amounts among the investment divisions and the Fixed Interest Account.

In the future, we may permit you to allocate less than 100% of your Account Balance to this strategy.

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

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

The Allocator/SM/: Each month a dollar amount you choose is transferred from the Fixed Interest Account to any of the investment divisions you choose.

You select the day of the month and the number of months over which the transfers will occur. A minimum periodic transfer of $50 is required. Once your Fixed Interest Account balance is exhausted, this strategy is automatically discontinued.

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

PURCHASE PAYMENTS

There is no minimum purchase payment. You may continue to make purchase payments while you receive Systematic Withdrawal Program payments, as described later in this Prospectus, unless your purchase payments are made through payroll deduction.

We will not issue the Deferred Annuity to you if you are age 80 or older or younger than age 18 for the TSA Deferred Annuity described in this Prospectus. For SEPs and SIMPLE IRAs Deferred Annuities, the minimum issue age is 21. You will not receive the 3% credit associated with the B and L Classes unless you are less than 66 years old at date of issue. We will not accept your purchase payments if you are age 90 or older.

PURCHASE PAYMENTS--SECTION 403(B) PLANS

Recently, the Internal Revenue Service announced new regulations affecting Section 403(b) plans and arrangements. As part of these regulations, employers will need to meet certain requirements in order for their employees' annuity contracts that fund these programs to retain a tax deferred status under Section 403(b). These regulations are generally effective January 1, 2009. Prior to the new rules, transfers of one annuity contract to another would not result in a loss of tax deferred status under 403(b) under certain conditions (so-called "90-24 transfers"). The new regulations have the following effect regarding transfers: (1) a newly issued contract funded by a transfer which is completed AFTER September 24, 2007, is subject to the employer requirements referred to above; (2) additional purchase payments made AFTER September 24, 2007, to a contract that was funded by a 90-24 transfer ON OR BEFORE September 24, 2007, MAY subject the contract to this new employer requirement.

In consideration of these regulations, we have determined to only make available the Contract/Certificate for purchase (including transfers) where your employer currently permits salary reduction contributions to be made to the Contract/Certificate.

If your Contract/Certificate was issued previously as a result of a 90-24 transfer completed on or before September 24, 2007, and you have never made salary reduction contributions into your Contract/Certificate, we urge you to consult with your tax advisor prior to making additional purchase payments.

ALLOCATION OF PURCHASE PAYMENTS

You decide how your money is allocated among the Fixed Interest Account, if available, and the investment divisions. You can change your allocations for future purchase payments. We will make allocation changes when we receive your request for a change. You may also specify an effective date for the change as long as it is within 30 days after we receive the request.

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LIMITS ON PURCHASE PAYMENTS

Your ability to make purchase payments may be limited by:

. Federal tax laws or regulatory requirements;

. Our right to limit the total of your purchase payments to $1,000,000;

. Our right to restrict purchase payments to the Fixed Interest Account if (1) the interest rate we credit in the Fixed Interest Account is equal to the guaranteed minimum rate as stated in your Deferred Annuity; or (2) your

Fixed Interest Account balance is equal to or exceeds our maximum for a Fixed Interest Account allocation (e.g., $1,000,000);

- Participation in the Systematic Withdrawal Program (as described later); and

- Leaving your job.

THE VALUE OF YOUR INVESTMENT

Accumulation Units are credited to you when you make purchase payments or transfers into an investment division. When you withdraw or transfer money from an investment division (as well as when we apply the Annual Contract Fee and the Guaranteed Minimum Income Benefit charge, if chosen as an optional benefit), accumulation units are liquidated. We determine the number of accumulation units by dividing the amount of your purchase payment, transfer or withdrawal by the Accumulation Unit Value on the date of the transaction.

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

- First, we determine the change in investment performance (including any investment-related charge) for the underlying Portfolio from the previous trading day to the current trading day;

- Next, we subtract the daily equivalent of the Separate Account charge (for the class of the Deferred Annuity you have chosen, including any optional benefits) for each day since the last Accumulation Unit Value was calculated; and

- Finally, we multiply the previous Accumulation Unit Value by this result.

Examples
Calculating the Number of Accumulation Units

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

$500 = 50 accumulation units

$10

Calculating the Accumulation Unit Value

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

$10.00 x 1.05 = $10.50 is the new Accumulation Unit Value

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

$10.00 x .95 = $9.50 is the new Accumulation Unit Value

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TRANSFER PRIVILEGE

You may make tax-free transfers among investment divisions or between the investment divisions and the Fixed Interest Account, if available. For us to process a transfer, you must tell us:

. The percentage or dollar amount of the transfer;

. The investment divisions (or Fixed Interest Account) from which you want the money to be transferred;

. The investment divisions (or Fixed Interest Account) to which you want the money to be transferred; and

. Whether you intend to start, stop, modify or continue unchanged an automated investment strategy by making the transfer.

If you receive the eligible rollover distribution and direct transfer credit and you have a 457(b), 403(a) or TSA ERISA Deferred Annuity, you must allocate this amount to the Fixed Interest Account and you must keep any such amounts in the Fixed Interest Account for five years or you will forfeit the credit.

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

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

We may require you to use our original forms and maintain a minimum Account Balance (if the transfer is in connection with an automated investment strategy or if there is an outstanding loan from the Fixed Interest Account).

"MARKET TIMING" POLICIES AND PROCEDURES

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

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

We have policies and procedures that attempt to detect and deter frequent transfers/reallocations in situations where we determine there is a potential for arbitrage trading. Currently, we believe that such situations may be presented in the international, small-cap, and high-yield Portfolios (I.E., Western Asset Management Strategic Bond Opportunities, Lord Abbett Bond Debenture, Harris Oakmark International, MFS(R) Research International, Morgan Stanley EAFE(R) Index, American Funds Global Small Capitalization, Third Avenue Small Cap Value, BlackRock Strategic Value, Franklin Templeton Small Cap Growth, Met/AIM Small Cap Growth, T. Rowe Price Small Cap Growth, Met/Templeton Growth, Clarion Global Real Estate, Loomis Sayles Small Cap and Russell 2000(R) Portfolios--the "Monitored Portfolios") and we monitor transfer/reallocation activity in those Monitored Portfolios. In addition, as described below, we intend to treat all

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American Funds Insurance Series(R) Portfolios ("American Funds portfolios") as Monitored Portfolios. We employ various means to monitor transfer/reallocation activity, such as examining the frequency and size of transfers/reallocations into and out of the Monitored Portfolios within given periods of time. For example, we currently monitor transfer/reallocation activity to determine if, for each category of international, small-cap, and high-yield portfolios, in a 12-month period there were, (1) six or more transfers/reallocations involving the given category; (2) cumulative gross transfers/reallocations involving the given category that exceed the current account balance; and (3) two or more "round-trips" involving any Monitored Portfolio in the given category. A round-trip generally is defined as a transfer/reallocation in followed by a transfer/reallocation out within the next seven calendar days or a transfer/reallocation out followed by a transfer/reallocation in within the next seven calendar days, in either case subject to certain other criteria.

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

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

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

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

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

The Portfolios may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares, and we reserve the right to enforce these policies and procedures. For example, Portfolios may

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

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

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

ACCESS TO YOUR MONEY

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

- The percentage or dollar amount of the withdrawal; and

- The investment divisions (or Fixed Interest Account) from which you want the money to be withdrawn.

Your withdrawal may be subject to withdrawal charges.

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

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

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SYSTEMATIC WITHDRAWAL PROGRAM

If we agree and if approved in your state, you may choose to automatically withdraw a specific dollar amount or a percentage of your Account Balance each Contract Year. This program is not available under the 457(b) Deferred Annuity issued to tax-exempt organizations. This amount is then paid in equal portions throughout the Contract Year according to the time frame you select, e.g., monthly, quarterly, semi-annually or annually. Once the Systematic Withdrawal Program is initiated, the payments will automatically renew each Contract Year. Income taxes, tax penalties and withdrawal charges may apply to your withdrawals. Program payment amounts are subject to our required minimums and administrative restrictions. Your Account Balance will be reduced by the amount of your Systematic Withdrawal Program payments and applicable withdrawal charges. Payments under this program are not the same as income payments you would receive from a Deferred Annuity pay-out option. The Systematic Withdrawal Program is not available to the B and L Classes of the Deferred Annuities until the second Contract Year. The Systematic Withdrawal Program is not available in conjunction with any automated investment strategy.

If you elect to withdraw a dollar amount, we will pay you the same dollar amount each Contract Year. If you elect to withdraw a percentage of your Account Balance, each Contract Year we recalculate the amount you will receive based on your new Account Balance.

Calculating Your Payment Based on a Percentage Election for the First Contract Year You Elect the Systematic Withdrawal Program: If you choose to receive a percentage of your Account Balance, we will determine the amount payable on the date these payments begin. When you first elect the program, we will pay this amount over the remainder of the Contract Year. For example, if you select to receive payments on a monthly basis with the percentage of your Account Balance you request equaling $12,000, and there are six months left in the Contract Year, we will pay you $2,000 a month.

Calculating Your Payment for Subsequent Contract Years of the Systematic Withdrawal Program: For each subsequent year that your Systematic Withdrawal Program remains in effect, we will deduct from your Deferred Annuity and pay you over the Contract Year either the amount that you chose or an amount equal to the percentage of your Account Balance you chose. For example, if you select to receive payments on a monthly basis, ask for a percentage and that percentage of your Account Balance equals $12,000 at the start of a Contract Year, we will pay you $1,000 a month.

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

Selecting a Payment Date: You select a payment date which becomes the date we make the withdrawal. We must receive your request in good order at least 10 days prior to the selected payment date. (If you would like to receive your Systematic Withdrawal Program payment on or about the first of the month, you should request payment by the 20th of the month.) If we do not receive your request in time, we will make the payment the following month on the date you selected. If you do not select a payment date, we will automatically begin systematic withdrawals within 30 days after we receive your request. Changes in the dollar amount, percentage or timing of the payments can be made once a year at the beginning of any Contract Year and one other time during the Contract Year. If you make any of these changes, we will treat your request as though you were starting a new Systematic Withdrawal Program. You may request to stop your Systematic Withdrawal Program at any time. We must receive any request in good order at least 30 days in advance.

Although we need your written authorization to begin this program, you may cancel this program at any time by telephone or by writing to us at your MetLife Administrative Office.

Systematic Withdrawal Program payments may be subject to a withdrawal charge unless an exception to this charge applies. For purposes of determining how much of the annual payment amount is exempt from this charge under the free

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withdrawal provision (discussed later), all payments from a Systematic Withdrawal Program in a Contract Year are characterized as a single lump sum withdrawal as of your first payment date in that Contract Year. When you first elect the program, we will calculate the percentage of your Account Balance your Systematic Withdrawal Program payment represents based on your Account Balance on the first Systematic Withdrawal Program payment date. For all subsequent Contract Years, we will calculate the percentage of your Account

Balance your Systematic Withdrawal Program payment represents based on your Account Balance on the first Systematic Withdrawal Program payment date of that Contract Year. We will determine separately the withdrawal charge and any relevant factors (such as applicable exceptions) for each Systematic Withdrawal Program payment as of the date it is withdrawn from your Deferred Annuity.

See "Lifetime Withdrawal Guarantee Benefit -- Annual Benefit Payment -- Systematic Withdrawal Program" for more information concerning utilizing the Systematic Withdrawal Program in conjunction with the Lifetime Guaranteed Withdrawal Benefit.

Participation in the Systematic Withdrawal Program is subject to our administrative procedures.

MINIMUM DISTRIBUTION

In order for you to comply with certain tax law provisions, you may be required to take money out of your Deferred Annuity. Rather than receiving your minimum required distribution in one annual lump-sum payment, you may request that we pay it to you in installments throughout the calendar year. However, we may require that you maintain a certain Account Balance at the time you request these payments. You may not have a Systematic Withdrawal Program in effect if we pay your minimum required distribution in installments.

CHARGES

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

- Separate Account charge, and

- Investment-related charge.

We describe these charges below. The amount of the charge may not necessarily correspond to costs associated with providing the services or benefits indicated by the designation of the charge or associated with the Deferred Annuity. For example, the withdrawal charge may not fully cover all of the sales and distribution expenses actually incurred by us, and proceeds from other charges, including the Separate Account charge, may be used in part to cover such expenses. We can profit from certain Deferred Annuity charges.

SEPARATE ACCOUNT CHARGE

Each class of the Deferred Annuity has a different Separate Account charge. You pay an annual Separate Account charge that, during the pay-in phase, for the Standard Death Benefit will not exceed 1.15% for the B Class, 1.45% for the C Class and 1.30% for the L Class of the average value of the amounts in the investment divisions or, in the case of each American Funds investment division, 1.40% for the B Class, 1.70% for the C Class and 1.55% for the L Class.

This charge pays us for the risk that you may live longer than we estimated. Then, we could be obligated to pay you more in payments from a pay-out option than we anticipated. Also, we bear the risk that the guaranteed death benefit we would pay should you die during your pay-in phase is larger than your Account Balance. This charge also includes the risk that our expenses in administering the Deferred Annuity may be greater than we estimated. The Separate Account charge also pays us for distribution costs to both our licensed salespersons and other broker-dealers.

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The chart below summarizes the maximum Separate Account charge for each class of the Deferred Annuity with each death benefit prior to entering the pay-out phase of the Contract. The Separate Account charge you pay will not reduce the number of accumulation units credited to you. Instead, we deduct the charges as part of the calculation of the Accumulation Unit Value. We guarantee that the Separate Account insurance-related charge will not increase while you have the Deferred Annuity.

SEPARATE ACCOUNT CHARGES*

<TABLE>
<CAPTION>

	B Class	C Class	L Class
<S>	<C>	<C>	<C>

StandardDeath Benefit	1.15%	1.45%	1.30%
OptionalAnnual Step-Up Death Benefit	1.25%	1.55%	1.40%

</TABLE>

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

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

INVESTMENT-RELATED CHARGE

This charge has two components. The first pays the investment managers for managing money in the Portfolios. The second consists of Portfolio operating expenses and 12b-1 Plan fees. The percentage you pay for the investment-related charge depends on which investment divisions you select. Each class of shares available to the Deferred Annuities, except for the Calvert Fund, has a 12b-1 Plan fee, which pays for distribution expenses. Class B shares available in the Metropolitan Fund and the Met Investors Fund have a 0.25% 12b-1 Plan fee. Class C shares available in the Met Investors Fund have a 0.55% 12b-1 Plan fee. Class 2 shares available in the American Funds(R) have a 0.25% 12b-1 Plan fee. The Calvert Fund shares which are available have no 12b-1 Plan fee. Amounts for each investment division for the previous year are listed in the Table of Expenses.

ANNUAL CONTRACT FEE

There is a $30 Annual Contract Fee which is deducted on a pro-rata basis from the investment divisions on the last business day prior to the Contract Anniversary. This fee is waived if your total purchase payments for the prior 12 months are at least $2,000 on the day the fee is to be deducted or if your Account Balance is at least $25,000 on the day the fee is to be deducted. This fee will also be waived if you are on medical leave approved by your employer or called to active armed service duty at the time the fee is to be deducted and your employer has informed us of your status. The fee will be deducted at the time of a total withdrawal of your Account Balance on a pro-rata basis (determined based upon the number of complete months that have elapsed since the prior Contract Anniversary). This fee pays us for our miscellaneous administrative costs. These costs which we incur include financial, actuarial, accounting and legal expenses.

We reserve the right to waive the Annual Contract Fee for specific groups based upon the nature of the group, size, aggregate amount of anticipated purchase payments or anticipated persistency. The waiver will be implemented in a reasonable manner and will not be unfairly discriminatory to the interests of any contract owner.

OPTIONAL GUARANTEED MINIMUM INCOME BENEFIT

The optional Guaranteed Minimum Income Benefit is available for an additional charge of 0.70% of the guaranteed minimum income base (as defined later in this Prospectus), deducted at the end of each Contract Year by withdrawing

<PAGE>

amounts on a pro-rata basis from your Fixed Interest Account balance (net of any outstanding loans) and Separate Account balance. (We take amounts from the Separate Account by canceling accumulation units from your Separate Account). (For Contracts issued prior to May 1, 2009, the charge for the optional Guaranteed Minimum Income Benefit is 0.35% of the guaranteed minimum income base.)

OPTIONAL LIFETIME WITHDRAWAL GUARANTEE BENEFIT

The Lifetime Withdrawal Guarantee Benefit is available for an additional charge of 0.70% of the Total Guaranteed Withdrawal Amount, deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Interest Account Balance and Separate Account Balance, after applying any 5% Compounding Income Amount and prior to taking into account any Automatic Annual Step-Up occurring on the Contract Anniversary. We take amounts from the Separate Account by canceling accumulation units from your Separate Account balance. If an Automatic Annual Step-Up occurs under a Lifetime Withdrawal

Guarantee Benefit, we may increase the Lifetime Withdrawal Guarantee Benefit charge to the then current charge for the same optional benefit, but no more than a maximum of 0.95%. If the Lifetime Withdrawal Guarantee Benefit is in effect, the charge will continue even if your Remaining Guaranteed Withdrawal Amount equals zero. (For Contracts purchased prior to May 1, 2009, the charge for the optional Lifetime Withdrawal Guarantee Benefit prior to any Automatic Annual Step-Up is 0.50% of the Total Guaranteed Withdrawal Amount and the maximum charge upon an Automatic Annual Step-Up is 0.95%.)

PREMIUM AND OTHER TAXES

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

Premium taxes, if applicable, currently range from 0.5% to 2.35% depending on the Deferred Annuity you purchase and your home state or jurisdiction. The chart in Appendix I shows the jurisdictions where premium taxes are charged and the amount of these taxes.

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

WITHDRAWAL CHARGES

A withdrawal charge may apply if you make a withdrawal from your Deferred Annuity. There are no withdrawal charges for the C Class Deferred Annuity or in certain situations or upon the occurrence of certain events (see "When No Withdrawal Charges Applies"). Unless the withdrawal qualifies under one of these situations, events or circumstances, withdrawal charges will apply where there is a request to divide the Account Balance due to a divorce. The withdrawal charge will be determined separately for each investment division from which a withdrawal is made. The withdrawal charge is assessed against the amount withdrawn.

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

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

The withdrawal charge on the amount withdrawn for each class is as follows:

<TABLE>
<CAPTION>

IF WITHDRAWN DURING CONTRACT YEAR	B CLASS	C CLASS	L CLASS
<S>	<C>	<C>	<C>
1......................	9%	None	9%
2......................	9%		8%
3......................	9%		7%
4......................	9%		6%
5......................	8%		5%
6......................	7%		4%
7......................	6%		2%
8......................	5%		0%

9....................	4%	0%
10....................	3%	0%
11....................	2%	0%
12....................	1%	0%
Thereafter............	0%	0%

</TABLE>

(For Deferred Annuities issued in Connecticut and certain other states or for public school employees in certain states, the withdrawal charge for the B Class is as follows: During Contract Year 1: 10%, Year 2: 9%, Year 3: 8%, Year 4: 7%, Year 5: 6%, Year 6: 5%, Year 7: 4%, Year 8: 3%, Year 9: 2%, Year 10: 1%, Year 11 and thereafter: 0%.)

(For Deferred Annuities issued in New York, New Jersey and certain other states, the withdrawal charges for the B Class are as follows: during Contract Year 1: 9%; Year 2: 9%; Year 3: 8%; Year 4: 7%; Year 5: 6%; Year 6: 5%; Year 7: 4%; Year 8: 3%; Year 9: 2%; Year 10: 1%; Year 11 and thereafter: 0%.)

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

WHEN NO WITHDRAWAL CHARGE APPLIES

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

You do not pay a withdrawal charge:

- If you have a C Class Deferred Annuity.

- On transfers you make within your Deferred Annuity among the investment divisions and transfers to or from the Fixed Interest Account.

- On the amount surrendered after twelve Contract Years (ten years in Connecticut and certain other states) for the B Class and seven years for the L Class.

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- If you choose payments over one or more lifetimes, except, in certain cases, under the Guaranteed Minimum Income Benefit.

- If you die during the pay-in phase. Your beneficiary will receive the full death benefit without deduction.

- After the first Contract Year, if you withdraw up to 10% of your total Account Balance, per Contract Year. This 10% total withdrawal may be taken in an unlimited number of partial withdrawals during that Contract Year. These withdrawals are made on a non-cumulative basis.

- If the withdrawal is to avoid required Federal income tax penalties or to satisfy Federal income tax rules concerning minimum distribution requirements that apply to your Deferred Annuity. For purposes of this exception, we assume that the Deferred Annuity is the only contract or funding vehicle from which distributions are required to be taken and we will ignore all other account balances. This exception does not apply if the withdrawal is to satisfy Section 72(t) requirements under the Internal Revenue Code.

- This Contract feature is only available if you are less than 80 years old on the Contract issue date. For the TSA, SEP and SIMPLE Deferred Annuities, after the first Contract Year, if approved in your state, and your Contract provides for this, to withdrawals to which a withdrawal charge would otherwise apply, if you as owner or participant under a Contract:

  - Have been a resident of certain nursing home facilities or a hospital for a minimum of 90 consecutive days or for a minimum total of 90 days where there is no more than a 6 month break in that residency and the residencies are for related causes, where you have exercised this right no later than 90 days of exiting the nursing home facility or hospital; or

  - Are diagnosed with a terminal illness and not expected to live more than 12 months.

- This Contract feature is only available if you are less than 65 years old on the date you became disabled and if the disability commences subsequent to the first Contract Anniversary. After the first Contract Year, if approved in your state, and your Contract provides for this, if you are disabled as defined in the Federal Social Security Act and if you have been the participant continuously since the issue of the Contract.

- If you have transferred money which is not subject to a withdrawal charge (because you have satisfied contractual provisions for a withdrawal without the imposition of a contract withdrawal charge) from certain eligible MetLife contracts or certain eligible contracts of MetLife affiliates into the Deferred Annuity, and the withdrawal is of these transferred amounts and we agree. Any purchase payments made after the transfer are subject to the usual withdrawal charge schedule.

- For the TSA, SEP and SIMPLE IRAs Deferred Annuities, if you retire from the employer you had at the time you purchased this annuity, after continuous participation in the Contract for 5 Contract Years.

- For the TSA, SEP and SIMPLE IRAs Deferred Annuities, if you leave your job with the employer you had at the time you purchased this annuity, after continuous participation in the Contract for 5 Contract Years.

- If you make a direct transfer to other investment vehicles we have pre-approved.

- If you retire or leave your job with the employer you had at the time you became a participant in the 403(a) arrangement or 457 or TSA ERISA plan that is funded by the Deferred Annuity. (Amounts withdrawn that received the eligible rollover distribution and direct transfer credit are, however, subject to forfeiture.)

- If your plan or group of which you are a participant or member permits account reduction loans, you take an account reduction loan and the withdrawal consists of these account reduction loan amounts.

- If approved in your state, and if you elect the Lifetime Withdrawal Guaranteed Benefit and take your Annual Benefit Payment through the Systematic Withdrawal Program and only withdraw your Annual Benefit Payment.

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. If approved in your state, and after the first Contract Year, if you elect the Lifetime Withdrawal Guarantee Benefit and only make withdrawals each Contract Year that do not exceed on a cumulative basis your Annual Benefit Payment.

FREE LOOK

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

For the TSA Deferred Annuity, any 3% credit from direct transfer and eligible distribution purchase payments does not become yours until after the "free look" period; we retrieve it if you exercise the "free look". Your exercise of any "free look" is the only circumstance under which the 3% credit will be retrieved (commonly called "recapture"). If your state requires us to refund your Account Balance, the refunded amount will include any investment performance attributable to the 3% credit. If there are any losses from investment performance attributable to the 3% credit, we will bear that loss.

DEATH BENEFIT--GENERALLY

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

If you intend to purchase the Deferred Annuity for use with a SEP or SIMPLE IRA, please refer to the discussion concerning IRAs in the Tax Section of this Prospectus.

We only pay the death benefit when we receive both proof of death and instructions for payment in good order.

Your beneficiary has the option to apply the death benefit less any applicable premium taxes to a pay-out option offered under your Deferred Annuity. Your beneficiary may, however, decide to take a lump sum payment.

Where there are multiple beneficiaries, we will only value the death benefit as of the time the first beneficiary submits the necessary documentation in good order.

Any death benefit amounts attributable to any beneficiary which remain in the investment divisions are subject to investment risk.

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STANDARD DEATH BENEFIT

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

1. Your Account Balance, less any outstanding loans; or

2. Total purchase payments reduced proportionately by the percentage reduction in Account Balance attributable to each partial withdrawal, less any outstanding loans.

EXAMPLE

<TABLE>
<CAPTION>

		Date	Amount
<C>	<S>	<C>	<C>
A	Initial Purchase Payment	10/1/2008	$100,000
B	Account Balance	10/1/2009 (First Contract Anniversary)	$104,000

C	Death Benefit	As of 10/1/2009	$104,000 (= greater of A and B)
D	Account Balance	10/1/2010 (Second Contract Anniversary)	$90,000
E	Death Benefit	10/1/2010	$100,000 (= greater of A and D)
F	Withdrawal	10/2/2010	$9,000
G	Percentage Reduction in Account Balance	10/2/2010	10% (= F/D)
H	Account Balance after Withdrawal	10/2/2010	$81,000 (= D - F)
I	Purchase Payments reduced for Withdrawal	As of 10/2/2010	$90,000 [= A - (A X G)]
J	Death Benefit	10/2/2010	$90,000 (= greater of H and I)

</TABLE>
Notes to Example:

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

Account Balances on 10/1/09 and 10/2/09 are assumed to be equal prior to the withdrawal.

There are no loans.

OPTIONAL BENEFITS

Please note that the decision to purchase optional benefits is made at the time of application and is irrevocable. In limited circumstances, the Lifetime Withdrawal Guarantee Benefit may be cancelled. (See "Lifetime Withdrawal Guarantee Benefit--Cancellation"). The optional benefit is in effect until it terminates. Optional benefits are available subject to state approval. Your employer, association or other group contract holder may limit the availability of any optional benefit. (An account reduction loan will decrease the value of any optional benefits purchased with this Contract. See your employer for more information about the availability and features of account reduction loans.). Optional Benefits may have certain adverse tax consequences. Please consult your tax advisor and the section "Income Taxes" later in this prospectus prior to purchase of any optional benefit.

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ANNUAL STEP-UP DEATH BENEFIT

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

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

1. The Account Balance, less any outstanding loans; or

2. "Highest Anniversary Value" as of each Contract Anniversary, determined as follows:

   . At issue, the Highest Anniversary Value is your initial purchase payment;

   . Increase the Highest Anniversary Value by each subsequent purchase payment;

   . Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal, less any outstanding loans;

   . On each Contract Anniversary before your 81st birthday, compare the (1) then-Highest Anniversary Value to the (2) current Account Balance and set the Highest Anniversary Value equal to the greater of the two.

   . After the Contract Anniversary immediately preceding your 81st birthday, adjust the Highest Anniversary Value only to:

- Increase the Highest Anniversary Value by each subsequent purchase payment or

- Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal, less any outstanding loans.

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

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The Annual Step-Up Death Benefit is available for a charge, in addition to the Standard Death Benefit charge, of 0.10% annually of the average daily value of the amount you have in the Separate Account.

EXAMPLE:

<TABLE>
<C> <S> <C> <C>

		Date	Amount
A	Initial Purchase Payment	10/1/2008	$100,000
B	Account Balance	10/1/2009 (First Contract Anniversary)	$104,000
C	Death Benefit (Highest Anniversary Value)	As of 10/1/2009	$104,000 (= greater of A and B)
D	Account Balance	10/1/2010 (Second Contract Anniversary)	$90,000

E	Death Benefit (Highest Contract Year Anniversary)	10/1/2010	$104,000 (= greater of C and D)
F	Withdrawal	10/2/2010	$9,000
G	Percentage Reduction in Account Balance	10/2/2010	10% (= F/D)
H	Account Balance after Withdrawal	10/2/2010	$81,000 (= D-F)
I	Highest Anniversary Balance reduced for Withdrawal	As of 10/2/2010	$93,600 (= E-(E X G))
J	Death Benefit	10/2/2010	$93,600 (= greater of H and I)

</TABLE>

Notes to Example:

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

The Account Balances on 10/1/09 and 10/2/09 are assumed to be equal prior to the withdrawal.

The purchaser is age 60 at issue.

There are no loans.

GUARANTEED MINIMUM INCOME BENEFIT (MAY ALSO BE KNOWN AS THE "PREDICTOR" IN OUR SALES LITERATURE AND ADVERTISING)

You may purchase this benefit at application (up to but not including age 76) which guarantees a minimum income payment in the pay-out phase of your Deferred Annuity (a payment "floor"). You retain the ability to choose to receive income payments based upon the Account Balance of your Deferred Annuity rather than the guaranteed income amount available under this benefit. This benefit is intended to protect you against poor investment performance. The Guaranteed Minimum Income Benefit does not establish or guarantee an Account Balance or minimum return for any investment division. The guaranteed minimum income base is not available for withdrawals.

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You may only exercise this benefit no later than the Contract Anniversary immediately after your 85th birthday, after a 10 year waiting period and then only within a 30 day period following the Contract Anniversary. Partial annuitization is not permitted under this optional benefit and no change in the owner of the Contract or the participant is permitted. Withdrawal charges are not waived if you exercise this option while withdrawal charges apply.

The only income types available with the purchase of this benefit are a Lifetime Income Annuity with a 10 Year Guarantee Period or a Lifetime Income Annuity for Two with a 10 Year Guarantee Period. If you decide to receive income payments under a Lifetime Income Annuity with a 10 year Guarantee Period after age 79, the 10 year guarantee is reduced as follows:

Age at Pay-Out	Guarantee
80	9 years
81	8 years
82	7 years
83	6 years
84 and 85	5 years

A Lifetime Income Annuity for two is available if the ages of the joint annuitants is 10 years apart or less (or as permissible under our then current underwriting requirements, if more favorable).

You may not exercise this benefit if you have an outstanding loan balance. You may exercise this benefit if you repay your outstanding loan balance. If you desire to exercise this benefit and have an outstanding loan balance and repay the loan by making a partial withdrawal, your guaranteed minimum income base will be reduced to adjust for the repayment of the loan, according to the formula described below.

The guaranteed minimum income base is equal to the greatest of:

1. The Annual Increase Amount which is the sum total of each purchase payment accumulated at a rate of 6% a year, through the Contract Anniversary date immediately preceding your 81st birthday, reduced by the sum total of each withdrawal adjustment accumulated at the rate of 6% a year from the date of the withdrawal. The withdrawal adjustment is the Annual Increase Amount immediately prior to the withdrawal multiplied by the percentage reduction in Account Balance attributable to the withdrawal, if total withdrawals in a Contract Year are more than 6% of the Annual Increase Amount at the previous Contract Anniversary. If total withdrawals in a Contract Year are less than 6% of the Annual Increase Amount at the previous Contract Anniversary, the withdrawal adjustment is the dollar amount of total partial withdrawals treated as a single withdrawal at the end of the Contract Year; or

2. "Highest Anniversary Value" as of each Contract Anniversary, determined as follows:

   . At issue, the Highest Anniversary Value is your initial purchase payment;

   . Increase the Highest Anniversary Value by each subsequent purchase payment;

   . Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal;

   . On each Contract Anniversary before your 81st birthday, compare the (1) then-Highest Anniversary Value to the (2) current Anniversary Value and set the Highest Anniversary Value equal to the greater of the two.

   . After the Contract Anniversary immediately preceding your 81st birthday, adjust the Highest Anniversary Value only to:

      . Increase the Highest Anniversary Value by each subsequent purchase payment or

. Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal.

This base is then applied to the annuity rates guaranteed in the Guaranteed Minimum Income Benefit rider. The rates used are based on the Annuity 2000 Mortality Table with a 7-year age setback, with interest of 2.5% per year. As with other pay-out types, the amount you receive as an income payment depends also on your age and the income type you select. Applying your Account Balance (less any premium taxes, applicable contract fees and outstanding loans) to our then current annuity rates may produce greater income payments than those guaranteed under this benefit. In that case, you will receive the higher amount.

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

This option will terminate upon the earliest of:

1. The 30th day following the Contract Anniversary immediately after your 85th birthday;

2. When you take a total withdrawal of your Account Balance (a pro-rata portion of the charge will be applied.);

3. When you elect to receive income payments under an income option and you are not eligible to exercise the Guaranteed Minimum Income Benefit option (a pro-rata portion of the charge will be applied.);

4. On the day there are insufficient amounts to deduct the charge for the Guaranteed Minimum Income Benefit from your Account Balance; or

5. If you die.

If your employer association or other group contract holder has instituted account reduction loans for its plan or arrangement, you have taken a loan and you have also purchased the Guaranteed Minimum Income Benefit, we will not treat amounts withdrawn from your Account Balance on account of a loan as a withdrawal from the Contract for purposes of determining the Guaranteed Minimum Income Base. In addition, we will not treat the repayment of loan amounts as a purchase payment to the contract for the purposes of determining the guaranteed minimum income base.

The Guaranteed Minimum Income Benefit is available in Deferred Annuities purchased after April 30, 2009 for an additional charge of 0.70% of the guaranteed minimum income base, deducted at the end of each Contract Year, by withdrawing amounts on a pro-rata basis from your Fixed Interest Account balance (net of any outstanding loans) and Separate Account balance. (We take amounts from the Separate Account by canceling accumulation units from your Separate Account.)

GUARANTEED MINIMUM INCOME BENEFIT AND QUALIFIED CONTRACTS

The Guaranteed Minimum Income Benefit may have limited usefulness in connection with a qualified Contract, such as an IRA, TSA, TSA ERISA, 403(a) or 457(b) in circumstances where, due to the ten year waiting period after purchase, the owner is unable to exercise the benefit until after the required beginning date of required minimum distributions under the Contract. In such event, required minimum distributions received from the Contract during the ten year waiting period will have the effect of reducing the guaranteed minimum income base either on a proportionate or dollar for dollar basis, as the case may be. This may have the effect of reducing or eliminating the value of annuity payments under the Guaranteed Minimum Income Benefit. You should consult your tax adviser prior to electing a Guaranteed Minimum Income Benefit.

<PAGE>

EXAMPLE:

(This calculation ignores the impact of Highest Anniversary Value which could further increase the guaranteed minimum income base.)

Age 55 at issue
Purchase Payment = $100,000.
No additional purchase payments or partial withdrawals.
Guaranteed minimum income base at age 65 = $100,000 X 1.06/10/ = $179,085
where 10 equals the number of years the purchase payment accumulates for
purposes of calculating this benefit.

Guaranteed minimum income floor = guaranteed minimum income base applied to
the Guaranteed Minimum Income Benefit annuity table.

Guaranteed Minimum Income Benefit annuity factor, unisex, age 65 = $4.21
per month per $1,000 applied for lifetime income with 10 years guaranteed.

$179,085 X $4.21 = $754 per month.
$1,000

<TABLE>
<CAPTION>

Issue Age	Age at Pay-Out	Guaranteed Minimum Income Floor
<S>	<C>	<C>
55	65	$754
	70	$1,131
	75	$1,725

</TABLE>

The above chart ignores the impact of premium and other taxes.

<PAGE>

GRAPHIC EXAMPLES

The purpose of these examples is to illustrate the operation of the Guaranteed
Minimum Income Benefit. The investment results shown are hypothetical and are
not representative of past or future performance. Actual investment results may

be more or less than those shown and will depend upon a number of factors, including investment allocations and the investment experience of the investment divisions chosen. The examples do not reflect the deduction of fees and charges.

(1)THE 6% ANNUAL INCREASE AMOUNT OF THE INCOME BASE

Determining a value upon which future income payments will be based

Assume that you make an initial purchase payment of $100,000. Prior to annuitization, your Account Balance fluctuates above and below your initial purchase payment depending on the investment performance of the investment divisions you selected. Your purchase payments accumulate at the annual increase rate of 6%, through the Contract Anniversary immediately preceding your 81st birthday. Your purchase payments are also adjusted for any withdrawals (including any applicable withdrawal charge) made during this period. The line (your purchase payments accumulated at 6% a year adjusted for withdrawals and charges "the 6% Annual Increase Amount of the Income Base") is the value upon which future income payments can based.

Determining your guaranteed lifetime income stream

Assume that you decide to annuitize your Contract and begin taking annuity payments after 30 years. In this example, your 6% Annual Increase Amount of the Income Base is higher than the Highest Anniversary Value and will produce a higher income benefit. Accordingly, the 6% Annual Increase Amount of the Income Base will be applied to the annuity pay-out rates in the Guaranteed Minimum Income Benefit Annuity Table to determine your lifetime annuity payments. THE INCOME BASE IS NOT AVAILABLE FOR CASH WITHDRAWALS AND IS ONLY USED FOR PURPOSES OF CALCULATING THE GUARANTEED MINIMUM INCOME BENEFIT PAYMENT AND THE CHARGE FOR THE BENEFIT.

<PAGE>

(2)THE "HIGHEST ANNIVERSARY VALUE" ("HAV")

Determining a value upon which future income payments will be based

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

[CHART]

Determining your guaranteed lifetime income stream

Assume that you decide to annuitize your Contract and begin taking annuity payments after 20 years. In this example, the Highest Anniversary Value is higher than the Account Balance. Accordingly, the Highest Anniversary Value will be applied to the annuity payout rates in the Guaranteed Minimum Income Benefit Annuity Table to determine your lifetime annuity payments. THE INCOME BASE IS NOT AVAILABLE FOR CASH WITHDRAWALS AND IS ONLY USED FOR PURPOSES OF CALCULATING THE GUARANTEED MINIMUM INCOME BENEFIT PAYMENT AND THE CHARGE FOR THE BENEFIT.

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(3)PUTTING IT ALL TOGETHER

Prior to annuitization, the income base (the 6% Annual Increase Amount of the Income Base and the Highest Anniversary Value) work together to protect your future income. Upon annuitization of the Contract, you will receive income payments for life and the guaranteed minimum income base and the Account Balance will cease to exist. Also, the Guaranteed Minimum Income Benefit may only be exercised no later than the Contract Anniversary on or following the contract owner's 80th birthday, after a 10 year waiting period, and then only within a 30 day period following the Contract Anniversary.

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

LIFETIME WITHDRAWAL GUARANTEE BENEFIT

In states where approved, we offer the Lifetime Withdrawal Guarantee Benefit for elective TSA (non-ERISA), SEP and SIMPLE IRA Deferred Annuities. If you elect the Lifetime Withdrawal Guarantee Benefit, Roth TSA purchase payments may be permitted. The Lifetime Withdrawal Guarantee Benefit does not establish or guarantee an Account Balance or minimum return for any investment division. The Remaining Guaranteed Withdrawal Amount and Total Guaranteed

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Withdrawal Amount are not available for withdrawal. Contract withdrawal charges may apply to your withdrawals. Ordinary income taxes apply to withdrawals under this benefit and an additional 10% penalty tax may apply if you are under age 59 1/2. Consult your own tax advisor to determine if an exception to the 10% penalty tax applies. You may not have this benefit and the Guaranteed Minimum Income Benefit in effect at the same time. You should carefully consider if the Lifetime Withdrawal Guarantee Benefit is best for you. Here are some of the key features of the Lifetime Withdrawal Guarantee Benefit.

- Guaranteed Payments for Life. So long as you make your first withdrawal on or after the date you reach age 59 1/2, the Lifetime Withdrawal Guarantee Benefit guarantees that we will make payments to you over your lifetime, even if your Remaining Guaranteed Withdrawal Amount and/or Account Balance decline to zero.

- Automatic Annual Step-Ups. The Lifetime Withdrawal Guarantee Benefit provides automatic step-ups on each Contract Anniversary prior to the owner's 86th birthday (and offers the owner the ability to opt out of the step-ups if the charge for this optional benefit should increase). Each of the Automatic Step-Ups will occur only prior to the owner's 86th birthday.

- Withdrawal Rates. The Lifetime Withdrawal Guarantee Benefit uses a 5% withdrawal rate to determine the Annual Benefit Payment.

- Cancellation. The Lifetime Withdrawal Guarantee Benefit provides the ability to cancel the rider every five Contract Years for the first fifteen Contract Years and annually thereafter within 30 days following the eligible Contract Anniversary.

- Allocation Restrictions. If you elect the Lifetime Withdrawal Guarantee Benefit, you are limited to allocating your purchase payments and Account Balance among the Fixed Interest Account, and certain investment divisions (as described below).

In considering whether to purchase the Lifetime Withdrawal Guarantee Benefit, you must consider your desire for protection and the cost of the benefit with the possibility that had you not purchased the benefit, your Account Balance may be higher. In considering the benefit of the lifetime withdrawals, you should consider the impact of inflation. Even relatively low levels of inflation may have significant effect on purchasing power. The Automatic Annual Step-Up, as described below, may provide protection against inflation, if and when there are strong investment returns. As with any guaranteed withdrawal benefit, the Lifetime Withdrawal Guarantee Benefit, however, does not assure that you will receive strong, let alone any, return on your investments.

TOTAL GUARANTEED WITHDRAWAL AMOUNT. The Total Guaranteed Withdrawal Amount is the minimum amount that you are guaranteed to receive over time while the Lifetime Withdrawal Guarantee Benefit is in effect. We assess the Lifetime Withdrawal Guarantee Benefit charge as a percentage of the Total Guaranteed Withdrawal Amount. The initial Total Guaranteed Withdrawal Amount is equal to your initial purchase payment, without taking into account any purchase payment credits (i.e., credit or bonus payments). The Total Guaranteed Withdrawal Amount is increased by additional purchase payments (up to a maximum benefit amount of $5,000,000). If, however, a withdrawal results in cumulative withdrawals for the current Contract Year that exceed the Annual Benefit Payment, the Total Guaranteed Withdrawal Amount will be reduced by an amount equal to the difference between the Total Guaranteed Withdrawal Amount and the Account Balance after the withdrawal (if such Account Balance is lower than the Total Guaranteed Withdrawal Amount).

5% COMPOUNDING INCOME AMOUNT. On each Contract Anniversary until the earlier of: (a) the date of the first withdrawal from the Contract or (b) the tenth Contract Anniversary, the Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount are increased by an amount equal to 5% multiplied by the Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount before such increase (up to a maximum benefit amount of $5,000,000). The Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount may also be increased by the Automatic Annual Step-Up, if that would result in a higher Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount.

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REMAINING GUARANTEED WITHDRAWAL AMOUNT. The Remaining Guaranteed Withdrawal Amount is the remaining amount guaranteed to be received over time. The Remaining Guaranteed Withdrawal Amount is calculated in the same manner as the Total Guaranteed Withdrawal Amount, with the exception that all withdrawals (including applicable withdrawal charges) reduce the Remaining Guaranteed Withdrawal Amount, not just withdrawals that exceed the Annual Benefit Payment (as with the Total Guaranteed Withdrawal Amount). The Remaining Guaranteed Withdrawal Amount is also increased by the 5% Compounding Income Amount, as described above.

TAKING YOUR FIRST WITHDRAWAL.

- If you take your first withdrawal before the date you reach age 59 1/2, we will continue to pay the Annual Benefit Payment each year until the Remaining Guaranteed Withdrawal Amount is depleted, even if your Account Balance declines to zero.

- If you take your first withdrawal on or after the date you reach age 59 1/2, we will continue to pay the Annual Benefit Payment each year for the rest of your life, even if your Remaining Guaranteed Withdrawal Amount and/or Account Balance declines to zero.

You should carefully consider when to begin taking withdrawals if you have elected the Lifetime Withdrawal Guarantee Benefit. If you begin withdrawals too soon, your Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount are no longer increased by the 5% annual compounding increase. On the other hand, if you delay taking withdrawals for too long, you may limit the number of payments you receive while you are alive (due to life expectancy), while your beneficiaries, however, will receive the Remaining Guaranteed Withdrawal Amount over time.

At any time during the pay-in phase, you can elect to annuitize under current annuity rates in lieu of continuing the Lifetime Withdrawal Guarantee Benefit. This may provide higher income amounts and/or different tax treatment than the payments received under the Lifetime Withdrawal Guarantee Benefit.

EFFECT OF OUTSTANDING LOANS ON THE TOTAL GUARANTEED WITHDRAWAL AMOUNT AND REMAINING GUARANTEED WITHDRAWAL AMOUNT. If there is an outstanding loan balance (including loans in default which we cannot offset or collect due to tax restrictions), any additional withdrawals will be treated as withdrawals in excess of the Annual Benefit Payment. In that event, the Total Guaranteed Withdrawal Amount will be reduced. The reduction will be equal to the difference between the Total Guaranteed Withdrawal Amount after the withdrawal and the Account Balance after the withdrawal. If the Account Balance after the withdrawal and minus any loan in default is higher than the Total Guaranteed Withdrawal Amount, no reduction will be made.

In the event an outstanding loan balance is in default and we can withdraw the defaulted amount from your Account Balance, if the amount of the default does not exceed the Annual Benefit Payment, then the Total Guaranteed Withdrawal Amount will not be decreased. If the amount of the default exceeds the Annual Benefit Payment, the Total Guaranteed Withdrawal Amount will be reduced. The reduction will be equal to the difference between the Total Guaranteed Withdrawal Amount after the withdrawal and the Account Balance after the withdrawal. If the Account Balance after the withdrawal and minus any loan in default is higher than the Total Guaranteed Withdrawal Amount, no reduction will be made.

Also, an additional reduction will be made to the Remaining Guaranteed Withdrawal Amount. This additional reduction will be equal to the difference between the Remaining Guaranteed Withdrawal Amount after the withdrawal and the Account Balance after the withdrawal. If the Account Balance after the withdrawal and minus any loan in default is higher than the Remaining Guaranteed Withdrawal Amount, no reduction will be made.

ANNUAL BENEFIT PAYMENT. The initial Annual Benefit Payment is equal to the initial Total Guaranteed Withdrawal Amount multiplied by the 5% withdrawal rate. If the Total Guaranteed Withdrawal Amount is later recalculated (for

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example, because of additional purchase payments, the 5% compounding amount, the Automatic Annual Step-Up, or withdrawals greater than the Annual Benefit Payment), the Annual Benefit Payment is reset equal to the new Total Guaranteed Withdrawal Amount multiplied by the 5% withdrawal rate.

It is important that you carefully manage your annual withdrawals. To ensure that you retain the full guarantees of this benefit, your annual withdrawals cannot exceed the Annual Benefit Payment each Contract Year. If a withdrawal charge does apply, the charge is not included in the amount withdrawn for the purpose of calculating whether annual withdrawals during a Contract Year exceed the Annual Benefit Payment. If a withdrawal from your Contract does result in annual withdrawals during a Contract Year exceeding the Annual Benefit Payment, the Total Guaranteed Withdrawal Amount will be recalculated and the Annual Benefit Payment will be reduced to the new Total Guaranteed Withdrawal Amount multiplied by the 5% withdrawal rate. In addition, as noted above, if a withdrawal results in cumulative withdrawals for the current Contract Year exceeding the Annual Benefit Payment, the Remaining Guaranteed Withdrawal Amount will also be reduced by an additional amount equal to the difference between the Remaining Guaranteed Withdrawal Amount after the withdrawal and the account value after the withdrawal (if such account value is lower than the Remaining Guaranteed Withdrawal Amount). These reductions in the Total Guaranteed Withdrawal Amount, Annual Benefit Payment, and Remaining Guaranteed Withdrawal Amount may be significant. You are still eligible to receive either lifetime payments or the remainder of the Remaining Guaranteed Withdrawal Amount so long as the withdrawal that exceeded the Annual Benefit Payment did not cause your Account Balance to decline to zero.

You can always take annual withdrawals less than the Annual Benefit Payment. However, if you choose to receive only a part of your Annual Benefit Payment in any given Contract Year, your Annual Benefit Payment is not cumulative and your Remaining Guaranteed Withdrawal Amount and Annual Benefit Payment will not increase. For example, since your Annual Benefit Payment is 5% of your Remaining Guaranteed Withdrawal Amount, you cannot withdraw 3% in one year and then withdraw 7% the next year without exceeding your Annual Benefit Payment in the second year.

SYSTEMATIC WITHDRAWAL PROGRAM. If available in your state, you may choose to take your Annual Benefit Payment under the Systematic Withdrawal Program, including the first Contract Year. If you do so, any withdrawal charges that would otherwise apply to such withdrawals will be waived. Your Systematic Withdrawal Program withdrawal amount will be adjusted on each Contract Anniversary for any changes in the Annual Benefit Payment as a result of Automatic Annual Step-Ups, additional purchase payments or transfers received during the Contract Year. Any withdrawals taken outside of the Systematic Withdrawal Program will cause the Systematic Withdrawal Program to terminate. If the commencement of the Systematic Withdrawal Program does not coincide with a Contract Anniversary, the initial Systematic Withdrawal Program period will be adjusted to end on a Contract Anniversary.

AUTOMATIC ANNUAL STEP-UP. On each Contract Anniversary prior to the owner's 86th birthday, an Automatic Annual Step-Up will occur, provided that the Account Balance exceeds the Total Guaranteed Withdrawal Amount immediately before the Step-Up (and provided that you have not chosen to decline the Step-Up as described below).

The Automatic Annual Step-Up will:

- reset the Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount to the Account Balance on the date of the Step-Up, up to a maximum of $5,000,000.

- reset the Annual Benefit Payment equal to 5% of the Total Guaranteed Withdrawal Amount after the Step-Up, and

- reset the Lifetime Withdrawal Guarantee Benefit charge to the then current charge, up to a maximum of 0.95% for the same optional benefit.

In the event that the charge applicable to Contract purchases at the time of the Step-Up is higher than your current Lifetime Withdrawal Guarantee Benefit charge, you will be notified in writing a minimum of 30 days in advance of the

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applicable Contract Anniversary and be informed that you may choose to decline the Automatic Annual Step-Up. If you choose to decline the Automatic Annual Step-Up, you must notify us in writing at our Administrative Office no less than seven calendar days prior to the applicable Contract Anniversary.

Once you notify us of your decision to decline the Automatic Annual Step-Up, you will no longer be eligible for future Automatic Annual Step-Ups unless you notify us in writing at our Administrative Office that you wish to reinstate the Step-Ups. This reinstatement will take effect at the next Contract Anniversary after we receive your request for reinstatement. Please note that the Automatic Annual Step-up may be of limited benefit if you intend to make purchase payments that would cause your Account Balance to approach $5,000,000 because the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount cannot exceed $5,000,000.

REQUIRED MINIMUM DISTRIBUTIONS. You may be required to take withdrawals to fulfill minimum distribution requirements generally beginning at age 70 1/2. These required distributions may be larger than your Annual Benefit Payment. After the first Contract Year, we will increase your Annual Benefit Payment to equal your required minimum distribution amount for that year, if such amounts are greater than your Annual Benefit Payment. You must be enrolled in the automated required minimum distribution service to qualify for this increase in the Annual Benefit Payment. The frequency of your withdrawals must be annual. The automated required minimum distribution service is based on information relating to this Contract only. To enroll in the automated required minimum distribution service, please contact your Administrative Office.

INVESTMENT ALLOCATION RESTRICTIONS. If you elect the Lifetime Withdrawal Guarantee Benefit, you are limited to allocating your purchase payments and Account Balance among the Fixed Interest Account and the following investment divisions:

1. MetLife Conservative Allocation Investment Division

2. MetLife Conservative to Moderate Allocation Investment Division

3. MetLife Moderate Allocation Investment Division

4. MetLife Moderate to Aggressive Allocation Investment Division

CANCELLATION. You may elect to cancel the Lifetime Withdrawal Guarantee Benefit every fifth Contract Anniversary for the first fifteen Contract Years and annually thereafter. We must receive your cancellation request within 30 days following the eligible Contract Anniversary in writing at our Administrative Office. The cancellation will take effect on the day we receive your request. If cancelled, the Lifetime Withdrawal Guarantee Benefit will terminate, we will no longer deduct the Lifetime Withdrawal Guarantee Benefit charge, and the allocation restrictions described above will no longer apply. The contract, however, will continue.

TERMINATION. The Lifetime Withdrawal Guarantee Benefit will terminate upon the earliest of:

1. The date of a full withdrawal of the Account Balance (A pro rata portion of the annual charge will apply; you are still eligible to receive either the Remaining Guaranteed Withdrawal Amount or lifetime payments provided the withdrawal did not exceed the Annual Benefit Payment and the provisions and conditions of this optional benefit have been met);

2. The date the Account Balance is applied to a pay-out option (A pro-rata portion of the annual charge for this rider will apply);

3. When your Account Balance is not sufficient to pay the charge for this benefit (whatever is available to pay the annual charge for the rider will apply; you are still eligible to receive either the Remaining Guaranteed Withdrawal Amount or lifetime payments, provided the provisions and conditions of this optional benefit have been met);

4. The date a defaulted loan balance, once offset, causes the Account Balance to reduce to zero;

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5. The Contract owner dies;

6. There is a change in contract owner, for any reason, unless we agree otherwise (A pro-rata portion of the annual charge for this rider will apply);

7. The Deferred Annuity is terminated (A pro-rata portion of the annual charge for this rider will apply) or;

8. Cancellation of this benefit.

The Lifetime Withdrawal Guarantee Benefit may affect the death benefit available under your Contract. If the owner should die while the Lifetime

Withdrawal Guarantee Benefit is in effect, an additional death benefit amount will be calculated under the Lifetime Withdrawal Guarantee Benefit that can be taken in a lump sum. The Lifetime Withdrawal Guarantee Benefit death benefit amount that may be taken as a lump sum will be equal to total purchase payments less any partial withdrawals and any outstanding loan balance. If this death benefit amount is greater than the death benefit provided by your Contract, and if withdrawals in each Contract Year did not exceed the Annual Benefit Payment, then this death benefit amount will be paid instead of the death benefit provided by the Contract. All other provisions of your Contract's death benefit will apply.

Alternatively, the beneficiary may elect to receive the Remaining Guaranteed Withdrawal Amount as a death benefit, in which case we will pay the Remaining Guaranteed Withdrawal Amount on a monthly basis (or any mutually agreed upon frequency, but no less frequently than annually) until the Remaining Guaranteed Withdrawal Amount is exhausted. This death benefit will be paid instead of the applicable contractual death benefit (the basic death benefit, the additional death benefit amount calculated under the Lifetime Withdrawal Guarantee Benefit as described above, or the Annual Step-up Death Benefit, if that benefit had been purchased by the owner). Otherwise, the provisions of those contractual death benefits will determine the amount of the death benefit. Except as may be required by the Internal Revenue Code, an annual payment will not exceed the Annual Benefit Payment. If your beneficiary dies while such payments are made, we will continue making the payments to the beneficiary's estate unless we have agreed to another payee in writing. Federal income tax law generally requires that such payments be substantially equal and begin over a period no longer than the beneficiary's remaining life expectancy with payments beginning no later than the end of the calendar year immediately following the year of your death.

We reserve the right to accelerate any payment that is less than $500 or to comply with requirements under the Internal Revenue Code (including minimum distribution requirement). If you terminate the Lifetime Withdrawal Guarantee Benefit because (1) you make a total withdrawal of your Account Balance; (2) your Account Balance is insufficient to pay the Lifetime Withdrawal Guarantee Benefit charge; or (3) the contract owner dies, you may not make additional purchase payments under the Contract.

The Lifetime Withdrawal Guarantee Benefit is available in Deferred Annuities purchased after April 30, 2009, for an additional charge of 0.70% of the Total Guaranteed Withdrawal Amount, deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Interest Account Balance and Separate Account Balance, after applying any 5% Compounding Income Amount and prior to taking into account any Automatic Annual Step-Up occurring on the Contract Anniversary. We take amounts from the Separate Account by canceling accumulation units from your Separate Account balance. If an Automatic Annual Step-Up occurs under a Lifetime Withdrawal Guarantee Benefit, we may increase the Lifetime Withdrawal Guarantee Benefit charge to the then current charge for the same optional benefit, but no more than a maximum of 0.95%. If the Lifetime Withdrawal Guarantee Benefit is in effect, the charge will continue even if your Remaining Guaranteed Withdrawal Amount equals zero.

EXAMPLES

The purpose of these examples is to illustrate the operation of the Guaranteed Withdrawal Benefit. The investment results shown are hypothetical and are not representative of past or future performance. Actual investment results may be more or less than those shown and will depend upon a number of factors, including investment allocations and the investment

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experience of the investment divisions chosen. The examples do not reflect the deduction of fees and charges, withdrawal charges and applicable income taxes and penalties. For purposes of the examples, it is assumed that no loans have been taken.

A. Lifetime Withdrawal Guarantee Benefit

1. When Withdrawals Do Not Exceed the Annual Benefit Payment

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

Assume that $5,000 is withdrawn each year, beginning before the contract owner attains age 59 1/2. The Remaining Guaranteed Withdrawal Amount is reduced by $5,000 each year as withdrawals are taken (the Guaranteed Total Withdrawal Amount is not reduced by these withdrawals). The Annual Benefit Payment of $5,000 is guaranteed to be received until the Remaining Guaranteed Withdrawal

Amount is depleted, even if the Account Balance is reduced to zero.

If the first withdrawal is taken after age 59 1/2, then the Annual Benefit Payment of $5,000 is guaranteed to be received for the owner's lifetime, even if the Remaining Guaranteed Withdrawal Amount and the Account Balance are reduced to zero.

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	Annual Benefit Payment	Cumulative Withdrawals	Account Balance
1	$5,000	$ 5,000	$100,000.00
2	5,000	10,000	90,250.00
3	5,000	15,000	80,987.50
4	5,000	20,000	72,188.13
5	5,000	25,000	63,828.72
6	5,000	30,000	55,887.28
7	5,000	35,000	48,342.92
8	5,000	40,000	41,175.77
9	5,000	45,000	34,366.98
10	5,000	50,000	27,898.63
11	5,000	55,000	21,753.70
12	5,000	60,000	15,916.02
13	5,000	65,000	10,370.22
14	5,000	70,000	5,101.71
15	5,000	75,000	96.62
16	5,000	80,000	0
17	5,000	85,000	0
18	5,000	90,000	-13,466.53
19	5,000	95,000	0
20	5,000	100,000	0

2. When Withdrawals Do Exceed the Annual Benefit Payment

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

Assume that the Remaining Guaranteed Withdrawal Amount is reduced to $95,000 due to a withdrawal of $5,000 in the first year. Assume the Account Balance was further reduced to $75,000 at year two due to poor market performance. If you withdrew $10,000 at this time, your Account Balance would be reduced to $75,000 - $10,000 = $65,000. Your Remaining Guaranteed Withdrawal Amount would be reduced to $95,000 - $10,000 = $85,000. Since the withdrawal of $10,000

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exceeded the Annual Benefit Payment of $5,000 and the resulting Remaining Guaranteed Withdrawal Amount would be greater than the resulting Account Balance, there would be an additional reduction to the Remaining Guaranteed Withdrawal Amount. The Remaining Guaranteed Withdrawal Amount after the withdrawal would be set equal to the Account Balance after the withdrawal ($65,000). This new Remaining Guaranteed Withdrawal Amount of $65,000 would now be the amount guaranteed to be available to be withdrawn over time. The Total Guaranteed Withdrawal Amount would also be reduced to $65,000. The Annual Benefit Payment would be set equal to 5% X $65,000 = $3,250.

B. Lifetime Withdrawal Guarantee Benefit -- 5% Compounding Amount

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

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

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

If the first withdrawal is taken in the second Contract Year then the Total Guaranteed Withdrawal Amount would increase to $105,000 ($100,000 X 105%), and the Annual Benefit Payment would increase to $5,250 ($105,000 X 5%).

If the first withdrawal is taken in the third Contract Year then the Total

Guaranteed Withdrawal Amount would increase to $110,250 ($105,000 X 105%), and the Annual Benefit Payment would increase to $5,513 ($110,250 X 5%).

If the first withdrawal is taken after the 10th Contract Year then the Total Guaranteed Withdrawal Amount would increase to $162,890 (the initial $100,000, increased by 5% per year, compounded annually for 10 years), and the Annual Benefit Payment would increase to $8,144 ($162,890 X 5%).

[Lifetime GWB - 5% Compounding Amount CHART]

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C. Lifetime Withdrawal Guarantee Benefit -- Automatic Annual Step-Ups and 5% Compounding Amount (No Withdrawals or loans)

Assume that a contract had an initial purchase payment of $100,000. Assume that no withdrawals or loans are taken.

At the first Contract Anniversary, provided that no withdrawals or loans are taken, the Total Guaranteed Withdrawal Amount is increased to $105,000 ($100,000 increased by 5%, compounded annually). Assume the Account Balance has increased to $110,000 at the first Contract Anniversary due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from $105,000 to $110,000 and reset the Annual Benefit Payment to $5,500 ($110,000 X 5%).

At the second Contract Anniversary, provided that no withdrawals or loans are taken, the Total Guaranteed Withdrawal Amount is increased to $115,500 ($110,000 increased by 5%, compounded annually). Assume the Account Balance has increased to $120,000 at the second Contract Anniversary due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from $115,500 to $120,000 and reset the Annual Benefit Payment to $6,000 ($120,000 X 5%).

Provided that no withdrawals or loans are taken, each year the Total Guaranteed Withdrawal Amount would increase by 5%, compounded annually, from the second

Contract Anniversary through the ninth Contract Anniversary, and at that point would be equal to $168,852. Assume that during these contract years the Account Balance does not exceed the Total Guaranteed Withdrawal Amount due to poor market performance. Assume the Account Balance at the ninth Contract Anniversary has increased to $180,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from $168,852 to $180,000 and reset the Annual Benefit Payment to $9,000 ($180,000 X 5%).

At the 10th Contract Anniversary, provided that no withdrawals or loans are taken, the Total Guaranteed Withdrawal Amount is increased to $189,000 ($180,000 increased by 5%, compounded annually). Assume the Account Balance is less than $189,000. There is no Automatic Annual Step-Up since the Account Balance is below the Total Guaranteed Withdrawal Amount; however, due to the 5% increase in the Total Guaranteed Withdrawal Amount, the Annual Benefit Payment is increased to $9,450 ($189,000 X 5%).

LIFETIME WITHDRAWAL GUARANTEE BENEFIT--AUTOMATIC ANNUAL STEP-UPS AND 5% COMPOUNDING AMOUNT (NO WITHDRAWALS OR LOANS)

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PAY-OUT OPTIONS (OR INCOME OPTIONS)

You may convert your Deferred Annuity into a regular stream of income after your "pay-in" or "accumulation" phase. The pay-out phase is often referred to as either "annuitizing" your Contract or taking an income annuity. When you select your pay-out option, you will be able to choose from the range of options we then have available. You have the flexibility to select a stream of income to meet your needs. If you decide you want a pay-out option, we withdraw some or all of your Account Balance (less any premium taxes, applicable contract fees and any outstanding loans), then we apply the net amount to the option. See "Income Taxes" for a discussion of partial annuitization. You are not required to hold your Deferred Annuity for any minimum time period before you may annuitize. However, you may not be older than 95 years old to select a pay-out option (90 in New York State). You must convert at least $5,000 of your Account Balance to receive income payments. Please be aware that once your Contract is annuitized you are ineligible to receive the Death Benefit you have selected. Additionally, if you have selected the Guaranteed Minimum Income Benefit or Lifetime Withdrawal Guarantee Benefit, annuitizing your contract terminates the rider and any death benefit provided by the rider.

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

- Payments guaranteed by us for the rest of your life (or for the rest of two lives) or the rest of your life (or for the rest of two lives) with a guaranteed period; and

- A fixed dollar payment or a variable payment.

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

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

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

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

INCOME PAYMENT TYPES

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

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

- Contract Owner: the person or entity which has all rights including the right to direct who receives payment.

- Annuitant: the natural person whose life is the measure for determining the duration and the dollar amount of payments.

- Beneficiary: the person who receives continuing payments or a lump sum payment, if any, if the contract owner dies.

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

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When deciding how to receive income, consider:

- The amount of income you need;

- The amount you expect to receive from other sources;

- The growth potential of other investments; and

- How long you would like your income to be guaranteed.

The following income payment types are currently available. We may make available other income payment types if you so request and we agree. Due to underwriting or Internal Revenue Code considerations, the choice of percentage reductions and/or the duration of the guarantee period may be limited.

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

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

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

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

ALLOCATION

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

MINIMUM SIZE OF YOUR INCOME PAYMENT

Your initial income payment must be at least $100. If you live in Massachusetts, the initial income payment must be at least $20. This means that the amount used from a Deferred Annuity to provide a pay-out option must be large enough to produce this minimum initial income payment.

THE VALUE OF YOUR INCOME PAYMENTS

AMOUNT OF INCOME PAYMENTS

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

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

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

Each Deferred Annuity provides that, when a pay-out option is chosen, the payment will not be less than the payment produced by the then current Fixed Income Option purchase rates for that contract class.

The purpose of this provision is to assure the annuitant that, at retirement, if the Fixed Income Option purchase rates for new contracts are significantly more favorable than the rates guaranteed by a Deferred Annuity of the same class, the annuitant will be given the benefit of the higher rates.

ANNUITY UNITS

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

AIR

Your income payments are determined by using the AIR to benchmark the investment experience of the investment divisions you select. We currently offer an AIR of 3% or 4%. The higher your AIR, the higher your initial variable income payment will be. Your next variable income payment will increase approximately in proportion to the amount by which the investment experience (for the time period between the payments) for the underlying Portfolio minus the Standard Death Benefit Separate Account charge (the resulting number is the net investment return) exceeds the AIR (for the time period between the payments). Likewise, your next variable income payment will decrease to the approximate extent the investment experience (for the time period between the payments) for the underlying Portfolio minus the Standard Death Benefit Separate Account charge (the net investment return) is less than the AIR (for the time period between the payments). A lower AIR will result in a lower initial variable income payment, but subsequent variable income payments will increase more rapidly or decline more slowly than if you had elected a higher AIR as changes occur in the investment experience of the investment divisions.

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

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VALUATION

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

- First, we determine the change in investment experience (which reflects the deduction for any investment-related charge) for the underlying Portfolio from the previous trading day to the current trading day;

- Next, we subtract the daily equivalent of the Standard Death Benefit Separate Account charge for each day since the last day the Annuity Unit Value was calculated; the resulting number is the net investment return.

- Then, we multiply by an adjustment based on your AIR for each day since the last Annuity Unit Value was calculated; and

- Finally, we multiply the previous Annuity Unit Value by this result.

REALLOCATION PRIVILEGE

During the pay-out phase of the Deferred Annuity, you may make reallocations among investment divisions or from the investment divisions to the Fixed Income Option. Once you reallocate your income payment into the Fixed Income Option, you may not later reallocate it into an investment division. There is no withdrawal charge to make a reallocation.

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

- The percentage of the income payment to be reallocated;

- The investment divisions (or Fixed Income Option) to which you want to reallocate your income payment; and

- The investment divisions from which you want to reallocate your income payment.

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

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

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

- Second, we use the AIR to calculate an updated annuity purchase rate based upon your age, if applicable, and expected future income payments at the time of the reallocation;

- Third, we calculate another updated annuity purchase rate using our current annuity purchase rates for the Fixed Income Option on the date of your reallocation;

- Finally, we determine the adjusted payment amount by multiplying the updated income amount determined in the first step by the ratio of the annuity purchase rate determined in the second step divided by the annuity purchase rate determined in the third step.

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

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

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

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

- Suppose you choose to reallocate 40% of your income payment supported by investment division A to investment division B and the recalculated income payment supported by investment division A is $100. Then, your income payment supported by investment division B will be increased by $40 and your income payment supported by investment division A will be decreased by $40. (Changes will also be made to the number of annuity units in both investment divisions as well.)

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

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

CHARGES

You pay the Standard Death Benefit Separate Account charge for your contract class during the pay-out phase of the Deferred Annuity. In addition, you pay the applicable investment-related charge during the pay-out phase of your Deferred Annuity. During the pay-out phase, we reserve the right to deduct the Annual Contract Fee. If we do so, it will be deducted pro-rata from each income payment. The Separate Account charge you pay will not reduce the number of annuity units credited to you. Instead, we deduct the charges as part of the calculation of the Annuity Unit Value.

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GENERAL INFORMATION

ADMINISTRATION

All transactions will be processed in the manner described below.

PURCHASE PAYMENTS

Purchase payments may be sent, by check, cashier's check or certified check made payable to "MetLife," to the Administrative Office, or MetLife sales office, if that office has been designated for this purpose. (We reserve the right to receive purchase payments by other means acceptable to us.) We do not accept cash, money orders or traveler's checks. We will provide you with all necessary forms. We must have all documents in good order to credit your purchase payments. If you send your purchase payments or transaction requests to an address other than the one we have designated for receipt of such purchase payments or requests, we may return the purchase payment to you, or there may be delay in applying the purchase payment or transaction to your contract.

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

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

- On a day when the Accumulation Unit Value/Annuity Unit Value is not calculated, or

- After the close of the Exchange.

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

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

Under the Deferred Annuities, your employer or the group in which you are a participant or member must identify you on its reports to us and tell us how your money should be allocated among the investment divisions and the Fixed Interest Account, if available.

CONFIRMING TRANSACTIONS

You will receive a written statement confirming that a transaction was recently completed. Certain transactions made on a periodic basis, such as, Systematic Withdrawal Program payments, and automated investment strategy transfers, may be confirmed quarterly. Salary reduction or deduction purchase payments under the TSA and TSA ERISA Deferred Annuity are confirmed quarterly. Unless you inform us of any errors within 60 days of receipt, we will consider these communications to be accurate and complete.

PROCESSING TRANSACTIONS

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

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

BY TELEPHONE OR INTERNET

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

- Account Balance
- Unit Values
- Current rates for the Fixed Interest Account
- Transfers
- Changes to investment strategies

- Changes in the allocation of future purchase payments.

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

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

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

- any inaccuracy, error, or delay in or omission of any information you transmit or deliver to us; or

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

AFTER YOUR DEATH

If we are presented in good order with notification of your death before any requested transaction is completed (including transactions under automated investment strategies), we will cancel the request and pay your beneficiary the death benefit instead. If you are receiving income payments, we will cancel the request and continue making payments to your beneficiary if your income type so provides. Or, depending on the income type, we may continue making payments to a joint annuitant.

MISSTATEMENT

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

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

THIRD PARTY REQUESTS

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

VALUATION -- SUSPENSION OF PAYMENTS

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

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

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

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

- during any other period when the Securities and Exchange Commission by order so permits.

ADVERTISING PERFORMANCE

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

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

YIELD is the net income generated by an investment in a particular investment division for 30 days or a month. These figures are expressed as percentages. This percentage yield is compounded semiannually. For the money market investment division, we state yield for a seven day period.

CHANGE IN ACCUMULATION/ANNUITY UNIT VALUE ("Non-Standard Performance") is calculated by determining the percentage change in the value of an accumulation (or annuity) unit for a certain period. These numbers may also be annualized. Change in Accumulation/Annuity Unit Value may be used to demonstrate performance for a hypothetical investment (such as $10,000) over a specified period. These performance numbers reflect the deduction of the Separate Account charges (with the Basic Death Benefit), the additional Separate Account charge for the American Funds Bond, American Funds Growth, American Funds Growth-Income and American Funds Global Small Capitalization investment divisions and the Annual Contract Fee; however, yield and change in Accumulation/Annuity Unit Value performance do

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not reflect the possible imposition of withdrawal charges, the charge for the Guaranteed Minimum Income Benefit and the charge for the Lifetime Withdrawal Guarantee Benefit. Withdrawal charges would reduce performance experience.

AVERAGE ANNUAL TOTAL RETURN ("Standard Performance") calculations reflect the Separate Account charge, the additional Separate Account charge for the American Funds Growth, American Funds Growth-Income, American Funds Bond and American Funds Global Small Capitalization investment divisions and the Annual Contract Fee and applicable withdrawal charges since the investment division inception date, which is the date the corresponding Portfolio or predecessor Portfolio was first offered under the Separate Account that funds the Deferred Annuity. These figures also assume a steady annual rate of return. They assume that combination of optional benefits (including the Annual Step-Up Death Benefit) that would produce the greatest total Separate Account charge.

Performance figures will vary among the various classes of the Deferred Annuities and the investment divisions as a result of different Separate Account charges and withdrawal charges.

We may calculate performance for certain investment strategies including Equity Generator and each asset allocation model of the Index Selector. We calculate the performance as a percentage by presuming a certain dollar value at the beginning of a period and comparing this dollar value with the dollar value based on historical performance at the end of that period. We assume the Separate Account charge reflects the Standard Death Benefit. The information does not assume the charge for the Guaranteed Minimum Income Benefit or Lifetime Withdrawal Guarantee Benefit. This percentage return assumes that there have been no withdrawals or other unrelated transactions.

For purposes of presentation of Non-Standard Performance, we may assume that the Deferred Annuities were in existence prior to the inception date of the investment divisions in the Separate Account that funds the Deferred Annuity. In these cases, we calculate performance based on the historical performance of the underlying Metropolitan Fund, Calvert Fund, Met Investors Fund and American Funds(R) Portfolios since the Portfolio inception date. We use the actual accumulation unit or annuity unit data after the inception date. Any performance data that includes all or a portion of the time between the Portfolio inception date and the investment division inception date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Deferred Annuity had been introduced as of the Portfolio inception date.

We may also present average annual total return calculations which reflect all Separate Account charges and applicable withdrawal charges since the Portfolio inception date. We use the actual accumulation unit or annuity unit data after the inception date. Any performance data that includes all or a portion of the time between the Portfolio inception date and the investment division inception date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Deferred Annuity had been introduced as of the Portfolio inception date.

Past performance is no guarantee of future results.

We may demonstrate hypothetical future values of Account Balances over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios. These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the weighted average of investment-related charges for all Portfolios to depict investment-related charges.

We may demonstrate hypothetical future values of Account Balances for a specific Portfolio based upon the assumed rates of return previously described, the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the investment-related charges for the specific Portfolio to depict investment-related charges.

We may demonstrate the hypothetical historical value of each optional benefit for a specified period based on historical net asset values of the Portfolios and the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., unisex, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, the investment-related charge and the charge for the optional benefit being illustrated.

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We may demonstrate hypothetical future values of each optional benefit over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., unisex, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, the weighted average of investment-related charges for all Portfolios to depict investment-related charges and the charge for the optional benefit being illustrated.

We may demonstrate hypothetical values of income payments over a specified period based on historical net asset values of the Portfolios and the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., unisex, age 65). These presentations reflect the deduction of the Separate Account charge, the investment-related charge and the Annual Contract Fee, if any.

We may demonstrate hypothetical future values of income payments over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., unisex, age 65). These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the weighted average of investment-related charges for all Portfolios to depict investment-related charges.

Any illustration should not be relied on as a guarantee of future results.

CHANGES TO YOUR DEFERRED ANNUITY

We have the right to make certain changes to your Deferred Annuity, but only as permitted by law. We make changes when we think they would best serve the interest of annuity owners or would be appropriate in carrying out the purposes of the Deferred Annuity. If the law requires, we will also get your approval and the approval of any appropriate regulatory authorities. Examples of the changes we may make include:

- To operate the Separate Account in any form permitted by law.

- To take any action necessary to comply with or obtain and continue any exemptions under the law (including favorable treatment under the Federal income tax laws) including limiting the number, frequency or types of transfers/reallocations permitted.

- To transfer any assets in an investment division to another investment division, or to one or more separate accounts, or to our general account, or to add, combine or remove investment divisions in the Separate Account.

- To substitute for the Portfolio shares in any investment division, the shares of another class of the Metropolitan Fund, the Calvert Fund, the Met Investors Fund or the shares of another investment company or any other investment permitted by law.

- To make any necessary technical changes in the Deferred Annuities in order to conform with any of the above-described actions.

If any changes result in a material change in the underlying investments of an investment division in which you have a balance or an allocation, we will notify you of the change. You may then make a new choice of investment divisions. For Deferred Annuities issued in Pennsylvania, we will ask your approval before making any technical changes.

VOTING RIGHTS

Based on our current view of applicable law, you have voting interests under your Deferred Annuity concerning Metropolitan Fund, Calvert Fund, Met Investors Fund or American Funds(R) proposals that are subject to a shareholder vote. Therefore, you are entitled to give us instructions for the number of shares which are deemed attributable to your Deferred Annuity.

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We will vote the shares of each of the underlying Portfolios held by the Separate Account based on instructions we receive from those having a voting interest in the corresponding investment divisions. However, if the law or the interpretation of the law changes, we may decide to exercise the right to vote the Portfolio's shares based on our own judgment.

You are entitled to give instructions regarding the votes attributable to your Deferred Annuity in your sole discretion.

There are certain circumstances under which we may disregard voting instructions. However, in this event, a summary of our action and the reasons for such action will appear in the next semiannual report. If we do not receive your voting instructions, we will vote your interest in the same proportion as represented by the votes we receive from other investors. The effect of this proportional voting is that a small number of contract owners may control the outcome of a vote. Shares of the Metropolitan Fund, the Calvert Fund, the Met Investors Fund or the American Funds(R) that are owned by our general account or by any of our unregistered separate accounts will be voted in the same proportion as the aggregate of:

- The shares for which voting instructions are received, and

- The shares that are voted in proportion to such voting instructions.

However, if the law or the interpretation of the law changes, we may decide to exercise the right to vote the Portfolio's shares based on our judgment.

WHO SELLS THE DEFERRED ANNUITIES

MetLife Investors Distribution Company ("MLIDC") is the principal underwriter and distributor of the securities offered through this Prospectus. MLIDC, which is our affiliate, also acts as the principal underwriter and distributor of some of the other variable annuity contracts and variable life insurance policies we and our affiliated companies issue. We reimburse MLIDC for expenses MLIDC incurs in distributing the Deferred Annuities (e.g., commissions payable to the retail broker-dealers who sell the Deferred Annuities, including our affiliated broker-dealers.) MLIDC does not retain any fees under the Deferred Annuities.

MLIDC's principal executive offices are located at 5 Park Plaza, Suite 1900, Irvine, California 92614. MLIDC is registered as a broker-dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as well as the securities commissions in the states in which it operates, and is a member of the Financial Industry Regulatory Authority ("FINRA"). An investor brochure that includes information describing FINRA's Public Disclosure Program is available by calling FINRA's Public Disclosure Program hotline at 1-800-289-9999, or by visiting FINRA's website at www.finra.org.

Deferred Annuities are sold through MetLife licensed sales representatives who are associated with MetLife Securities, Inc. ("MSI"), our affiliate and a broker-dealer, which is paid compensation for the promotion and sale of the Deferred Annuities. Previously, Metropolitan Life Insurance Company was the broker-dealer through which MetLife sales representatives sold the Deferred Annuities. The Deferred Annuities are also sold through the registered representatives of our other affiliated broker-dealers. MSI and our affiliated broker-dealers are registered with the SEC as broker-dealers under the Securities Exchange Act of 1934 and are also members of FINRA. The Deferred Annuities may also be sold through other registered broker-dealers. The Deferred Annuity may also be sold through the mail or the Internet.

There is no front-end sales load deducted from purchase payments to pay sales commissions. Distribution costs are recovered through the Separate Account charge. Our sales representatives in our MetLife Resources division must meet a minimum level of sales production in order to maintain employment with us. MetLife sales representatives who are not in our MetLife Resources division ("non-MetLife Resources MetLife sales representatives") must meet a minimum level of sales of proprietary products in order to maintain employment with us.

Non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives receive cash payments for the products they sell and service based upon a 'gross dealer concession' model. With respect to the Deferred

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Annuities, the gross dealer concession ranges from 0.75% to 9% (depending on the class purchased) of each purchase payment each year the Contract is in force and, starting in the second Contract Year, ranges from 0.25% to 1.00% (depending on the class purchased) of the Account Balance each year that the Contract is in force for servicing the Deferred Annuity. Gross dealer concession may also be paid when the Contract is annuitized. The amount of this gross dealer concession payable upon annuitization depends on several factors, including the number of years the Deferred Annuity has been in force. Compensation to the sales representative is all or part of the gross dealer concession. Compensation to sales representatives in the MetLife Resources division is based upon premiums and purchase payments applied to all products sold and serviced by the representative. Compensation to non-MetLife Resources MetLife sales representatives is determined based upon a formula that recognizes premiums and purchase payments applied to proprietary products sold and serviced by the representative as well as certain premiums and purchase payments applied to non-proprietary products sold by the representative. Proprietary products are those issued by us or our affiliates. Because one of the factors determining the percentage of gross dealer concession that applies to a non-MetLife Resources MetLife sales representative's compensation is sales of proprietary products, these sales representatives have an incentive to favor the sale of proprietary products. Because non-MetLife Resources MetLife sales managers' compensation is based upon the sales made by the representatives they supervise, these sales managers also have an incentive to favor the sale of proprietary products.

Non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives and their managers and the sales representatives and managers of our affiliates may be eligible for additional cash compensation, such as bonuses, equity awards (such as stock options), training allowances, supplemental salary, financial arrangements, marketing support, medical and other insurance benefits, and retirement benefits and other benefits based primarily on the amount of proprietary products sold. Because additional cash compensation paid to non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives and their managers and the sales representatives and their managers of our affiliates is based primarily on the sale of proprietary products, non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives and their managers and the sales representatives and their managers of our affiliates have an incentive to favor the sale of proprietary products.

Sales representatives who meet certain productivity, persistency, and length of service standards and/or their managers may be eligible for additional cash compensation. Moreover, managers may be eligible for additional cash compensation based on the sales production of the sales representatives that the manager supervises.

Our sales representatives and their managers may be eligible for non-cash compensation incentives, such as conferences, trips, prizes and awards. Other non-cash compensation payments may be made for other services that are not directly related to the sale of products. These payments may include support services in the form of recruitment and training of personnel, production of promotional services and other support services.

Other incentives and additional cash compensation provide sales representatives and their managers with an incentive to favor the sale of proprietary products. The business unit responsible for the operation of our distribution system is also paid.

MLIDC also pays compensation for the sale of the Deferred Annuities by affiliated broker-dealers. The compensation paid to broker-dealers for sales of the Deferred Annuities is generally not expected to exceed, on a present value basis, the aggregate amount of total compensation that is paid with respect to sales made through MetLife representatives. (The total compensation includes payments that we make to our business unit that is responsible for the operation of the distribution systems through which the Deferred Annuities are sold.) These firms pay their sales representatives all or a portion of the commissions received for their sales of Deferred Annuities; some firms may retain a portion of commissions. The amount that selling firms pass on to their sales representatives is determined in accordance with their internal compensation programs. Those programs may also include other types of cash and non-cash compensation and other benefits. Sales

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representatives of affiliated broker-dealers and their managers may be eligible for various cash benefits and non-cash compensation (as described above) that we may provide jointly with affiliated broker-dealers. Because of the receipt of this cash and non-cash compensation, sales representatives and their managers of our affiliated broker-dealers have an incentive to favor the sale of proprietary products.

MLIDC may also enter into preferred distribution arrangements with certain affiliated broker-dealer firms such as New England Securities Corporation, Walnut Street Securities, Inc. and Tower Square Securities, Inc. These arrangements are sometimes called "shelf space" arrangements. Under these arrangements, MLIDC may pay separate, additional compensation to the broker-dealer firm for services the broker-dealer firm provides in connection with the distribution of the Contracts. These services may include providing us with access to the distribution network of the broker-dealer firm, the hiring and training of the broker-dealer firm's sales personnel, the sponsoring of conferences and seminars by the broker-dealer firm, or general marketing services performed by the broker-dealer firm. The broker-dealer firm may also provide other services or incur other costs in connection with distributing the Contracts.

MLIDC also pays compensation for the sale of Contracts by unaffiliated broker-dealers. The compensation paid to unaffiliated broker-dealers for sales of the Deferred Annuities is generally not expected to exceed, on a present value basis, the aggregate amount of total compensation that is paid with respect to sales made through MetLife representatives. (The total compensation includes payments that we make to our business unit that is responsible for the operation of the distribution systems through which the Deferred annuities are sold.) Broker-dealers pay their sales representatives all or a portion of the commissions received for their sales of the Contracts. Some firms may retain a portion of commissions. The amount that the broker-dealer passes on to its sales representatives is determined in accordance with its internal compensation programs. Those programs may also include other types of cash and non-cash compensation and other benefits. We and our affiliates may also provide sales support in the form of training, sponsoring conferences, defraying expenses at vendor meetings, providing promotional literature and similar services. An unaffiliated broker-dealer or sales representative of an unaffiliated broker-dealer may receive different compensation for selling one product over another and/or may be inclined to favor one product provider over another product provider due to differing compensation rates. Ask your sales representative further information about what your sales representative and the broker-dealer for which he or she works may receive in connection with your purchase of a Contract.

We or our affiliates pay American Funds Distributors, Inc., the principal underwriter for the American Funds(R), a percentage of all purchase payments allocated to the American Funds Growth Portfolio, the American Funds Growth-Income Portfolio, American Funds Bond Portfolio and the American Funds Global Small Capitalization Portfolio for the services it provides in marketing the Portfolios' shares in connection with the Deferred Annuity.

Gallatin Asset Management, Inc., an affiliate of A.G. Edwards serves as the sub-investment manager of the Cyclical Growth and Income ETF Portfolio and the Cyclical Growth ETF Portfolio (the "ETF Portfolios"). Accordingly, A.G. Edwards may benefit from assets allocated to the ETF Portfolios to the extent such assets result in profits to Gallatin Asset Management, Inc. (See the Statement of Additional information for information on the management fees paid to Gallatin Asset Management, Inc. by Met Investors, the investment manager of the ETF Portfolios.) In addition, pursuant to agreements with A.G. Edwards, we or our affiliates pay to them a percentage fee on assets allocated to the ETF Portfolios in this and other contracts issued by us and/or our affiliates. It is conceivable that A.G. Edwards may have an incentive to recommend to customers that they allocate purchase payments and account value to the ETF Portfolios.

From time to time, MetLife pays organizations, associations and non-profit organizations fees to endorse or sponsor MetLife's variable annuity contracts. We may also obtain access to an organization's members to market our variable annuity contracts. These organizations are compensated for their endorsement or sponsorship of our variable annuity contracts in various ways. Primarily, they receive a flat fee from MetLife. We also compensate these organizations by our funding of their programs, scholarships, events or awards, such as a principal of the year award. We may also lease their

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office space or pay fees for display space at their events, purchase advertisements in their publications or reimburse or defray their expenses. In some cases, we hire organizations to perform administrative services for us, for which they are paid a fee based upon a percentage of the Account Balances their members hold in the Contract. We also retain finders and consultants to introduce MetLife to potential clients and for establishing and maintaining relationships between MetLife and various organizations. The finders and consultants are primarily paid flat fees and may be reimbursed for their expenses. We or our affiliates may also pay duly licensed individuals associated with these organizations cash compensation for the sales of the Contracts.

FINANCIAL STATEMENTS [TO BE ADDED BY AMENDMENT]

YOUR SPOUSE'S RIGHTS

If you received your Contract through a qualified retirement plan and your plan is subject to ERISA (the Employee Retirement Income Security Act of 1974) and you are married, the income payments, withdrawal and loan provisions, and methods of payment of the death benefit under your Deferred Annuity may be subject to your spouse's rights.

If your benefit is worth $5,000 or less, your plan may provide for distribution of your entire interest in a lump sum without your spouse's consent.

For details or advice on how the law applies to your circumstances, consult your tax advisor or attorney.

WHEN WE CAN CANCEL YOUR DEFERRED ANNUITY

We may cancel your Deferred Annuity only if we do not receive any purchase payments from you for 24 consecutive months (36 consecutive months in New York State) and your Account Balance is less than $2,000. Accordingly, no Deferred Annuity will be terminated due solely to negative investment performance. We will only do so to the extent allowed by law. If we do so, we will return the full Account Balance, less any outstanding loans. Federal tax law may impose additional restrictions on our right to cancel your SEP and SIMPLE IRA Deferred Annuity.

The tax law may also restrict payment of surrender proceeds to participants under certain employer retirement plans prior to reaching certain permissible triggering events.

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INCOME TAXES

The following information on taxes is a general discussion of the subject. It is not intended as tax advice. The Internal Revenue Code (Code) is complex and subject to change regularly. Failure to comply with the tax law may result in significant adverse tax consequences and tax penalties. Consult your own tax advisor about your circumstances, any recent tax developments, and the impact of state income taxation. For purposes of this section, we address Deferred Annuities and income payments under the Deferred Annuities together.

You should read the general provisions and any sections relating to your type of annuity to familiarize yourself with some of the tax rules for your particular Contract.

You are responsible for determining whether your purchase of a Deferred Annuity, withdrawals, income payments and any other transactions under your Deferred Annuity satisfy applicable tax law. We are not responsible for determining if your employer's plan or arrangement satisfies the requirements of the Code and/or the Employee Retirement Income Security Act of 1974 (ERISA).

Where otherwise permitted under the Deferred Annuity, the transfer of ownership of a Deferred Annuity, the designation or change in designation of an annuitant, payee or other beneficiary who is not also a contract owner, the selection of certain maturity dates, the exchange of a Deferred Annuity, or the receipt of a Deferred Annuity in an exchange, may result in income tax and other tax consequences, including additional withholding, estate tax, gift tax and generation skipping transfer tax, that are not discussed in this Prospectus. The SAI may contain additional information. Please consult your tax adviser.

ANNUITY PURCHASES BY NONRESIDENT ALIENS AND FOREIGN CORPORATIONS

Purchasers that are not U.S. citizens or residents will generally be subject to U.S. Federal withholding tax on taxable distributions from annuity contracts at a 30% rate, unless a lower treaty rate applies. In addition, purchasers may be subject to state and/or municipal taxes and taxes that may be imposed by the purchaser's country of citizenship or residence. Prospective purchasers are advised to consult with a qualified tax adviser regarding U.S. state and foreign taxation with respect to purchasing an annuity contract.

MetLife does not expect to incur Federal, state or local income taxes on the earnings or realized capital gains attributable to the Separate Account. However, if we do incur such taxes in the future, we reserve the right to charge amounts allocated to the Separate Account for these taxes.

To the extent permitted under Federal tax law, we may claim the benefit of the corporate dividends received deduction and of certain foreign tax credits attributable to taxes paid by certain of the Portfolios to foreign jurisdictions.

GENERAL

Deferred annuities are a means of setting aside money for future needs-usually retirement. Congress recognizes how important saving for retirement is and has provided special rules in the Code.

All TSAs (ERISA and non-ERISA), 457(b), 403(a), IRAs (including SEPs and SIMPLEs) receive tax deferral under the Code. Although there are no additional tax benefits by funding such retirement arrangements with an annuity, doing so offers you additional insurance benefits such as the availability of a guaranteed income for life.

Under current federal income tax law, the taxable portion of distributions and withdrawals from variable annuity contracts (including TSAs, 457(b), 403(a) and IRAs) are subject to ordinary income tax and are not eligible for the lower tax rates that apply to long term capital gains and qualifying dividends.

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WITHDRAWALS

When money is withdrawn from your Contract (whether by you or your beneficiary), the amount treated as taxable income and taxed as ordinary income differs depending on the type of: annuity you purchase (e.g., IRA or TSA); and payment method or income payment type you elect. If you meet certain requirements, your designated Roth earnings are free from Federal income taxes.

We will withhold a portion of the amount of your withdrawal for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code.

WITHDRAWALS BEFORE AGE 59 1/2

Because these products are intended for retirement, if you make a taxable withdrawal before age 59 1/2 you may incur a 10% tax penalty, in addition to ordinary income taxes. Also, please see the section below titled Separate Account Charges for further information regarding withdrawals.

As indicated in the chart below, some taxable distributions prior to age 59 1/2 are exempt from the penalty. Some of these exceptions include amounts received:

<TABLE>
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	Type of Contract				
	TSA and TSA ERISA	SIMPLE IRA/1/	SEP	457(b)/3/	403(a)
<S>	<C>	<C>	<C>	<C>	<C>
In a series of substantially equal payments made annually (or more frequently) for life or life expectancy (SEPP)	x/2/	x	x	x	x/2/
After you die	x	x	x	x	x
After you become totally disabled (as defined in the Code)	x	x	x	x	x
To pay deductible medical expenses	x	x	x	x	x
After separation from service if you are over 55/2/	x			x	x
After December 31, 1999 for IRS levies	x	x	x	x	x

To pay medical insurance premiums if you are unemployed		x	x		
For qualified higher education expenses		x	x		
For qualified first time home purchases up to $10,000		x	x		
Payments to alternate payees pursuant to qualified domestic relations orders	x			x	x

</TABLE>

/1/ For SIMPLE IRAs the 10% tax penalty for early withdrawals is generally increased to 25% for withdrawals within the first two years of your participation in the SIMPLE IRA.

/2/ You must be over age 55 when you separated from service and be over age 55 at the time payments begin.

/3/ Distributions from 457(b) plans are generally not subject to the 10% penalty; however, the 10% penalty does apply to distributions from the 457(b) plans of state or local government employers to the extent that the distribution is attributable to rollovers accepted from other types of eligible retirement plans.

SYSTEMATIC WITHDRAWAL PROGRAM FOR SUBSTANTIALLY EQUAL PERIODIC PAYMENTS (SEPP) AND INCOME OPTIONS

If you are considering using the Systematic Withdrawal Program or selecting an income option for the purpose of meeting the SEPP exception to the 10% tax penalty, consult with your tax adviser. It is not clear whether certain withdrawals or income payments under a variable annuity will satisfy the SEPP exception.

If you receive systematic payments that you intend to qualify for the SEPP exception, any modifications (except due to death or disability) to your payment before age 59 1/2 or within five years after beginning SEPP payments, whichever is

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later, will result in the retroactive imposition of the 10% penalty with interest. Such modifications may include additional purchase payments or

withdrawals (including tax-free transfers or rollovers of income payments) from the Deferred Annuity.

SEPARATE ACCOUNT CHARGES

It is conceivable that the charges for certain benefits such as any of the guaranteed death benefits (Annual Step Up Death Benefit) and certain living benefits (e.g. the Guaranteed Minimum Income Benefit) could be considered to be taxable each year as deemed distributions from the Contract to pay for non-annuity benefits. We currently treat these charges as an intrinsic part of the annuity contract and do not tax report these as taxable income. However, it is possible that this may change in the future if we determine that this is required by the IRS. If so, the charge could also be subject to a 10% penalty tax if the taxpayer is under age 59 1/2.

Certain death benefits may be considered incidental benefits under a tax qualified plan, which are limited under the Code. Failure to satisfy these limitations may have adverse tax consequences to the plan and to the participant.

Where otherwise permitted to be offered under annuity contracts issued in connection with qualified plans, the amount of life insurance is limited under the incidental death benefit rules. You should consult your own tax advisor prior to purchase of the Contract under any type of IRA, Section 403(b) arrangement or qualified plan as a violation of these requirements could result in adverse tax consequences to the plan and to the participant including current taxation of amounts under the Contract.

GUARANTEED WITHDRAWAL BENEFITS: If you have purchased the Lifetime Withdrawal Guarantee Benefit, where otherwise made available, note the following:

In the event that the Account Balance goes to zero, and either the Remaining Guaranteed Withdrawal Amount is paid out in fixed installments or the Annual Benefit Payment is paid for life, we will treat such payments as income annuity payments under the tax law and allow recovery of any remaining basis ratably over the expected number of payments.

In determining your required minimum distribution each year, the actuarial value of this benefit as of the prior December 31st must be taken into account in addition to the Account Balance of the Contract.

PURCHASE PAYMENTS

Generally, all purchase payments will be contributed on a before-tax basis. This means that the purchase payments entitle you to a tax deduction or are not subject to current income tax.

Under some circumstances "after-tax" purchase payments can be made to certain annuities. These purchase payments do not reduce your taxable income or give you a tax deduction.

There are different annual purchase payments limits for the annuities offered in this Prospectus. Purchase payments in excess of the limits may result in adverse tax consequences.

Your Contract may accept certain direct transfers and rollovers from other qualified plan accounts and contracts: such transfers and rollovers are generally not subject to annual limitations on purchase payments.

WITHDRAWALS, TRANSFERS AND INCOME PAYMENTS

Because your purchase payments are generally on a before-tax basis, you generally pay income taxes on the full amount of money you withdraw as well as income earned under the Contract. Withdrawals and income payments attributable to any after-tax contributions are not subject to income tax (except for the portion of the withdrawal or payment allocable to earnings).

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If certain requirements are met, you may be able to transfer amounts in your Contract to another eligible retirement plan or IRA. For 457(b) plans if certain conditions are met, amounts may be transferred into another 457(b) plan, but only with respect to the same type of employer (i.e., amounts in a 457(b) plan may not be transferred between plans maintained by a employer and plans maintained by a government employer).

Deferred Annuity is not forfeitable (e.g., not subject to claims of your creditors) and you may not transfer it to someone else.

Please consult the specific section for the type of annuity you purchased to determine if there are restrictions on withdrawals, transfers or income payments.

Minimum distribution requirements also apply to the Deferred Annuities. These are described separately later in this section.

Certain mandatory distributions made to participants in an amount in excess of $1,000 (but less than $5,000) must be automatically rolled over to an IRA designated by the plan, unless the participant elects to receive it in cash or roll it over to a different IRA or eligible retirement plan.

ELIGIBLE ROLLOVER DISTRIBUTIONS AND 20% MANDATORY WITHHOLDING

We are required to withhold 20% of the taxable portion of your withdrawal that constitutes an "eligible rollover distribution" for Federal income taxes. We are not required to withhold this money if you direct us, the trustee or the custodian of the plan, to directly rollover your eligible rollover distribution to a traditional IRA or another eligible retirement plan.

Generally, an "eligible rollover distribution" is any taxable amount you receive from your Contract. (In certain cases, after-tax amounts may also be considered eligible rollover distributions). However, it does not include taxable distributions that are:

- Withdrawals made to satisfy minimum distribution requirements; or

- Certain withdrawals on account of financial hardship.

Other exceptions to the definition of eligible rollover distribution may exist.

For taxable withdrawals that are not "eligible rollover distributions", the Code requires different withholding rules. The withholding amounts are determined at the time of payment. In certain instances, you may elect out of these withholding requirements. You may be subject to the 10% penalty tax if you withdraw taxable money before you turn age 59 1/2.

MINIMUM DISTRIBUTION REQUIREMENTS

Generally, you must begin receiving withdrawals by April 1 of the latter of:

- the calendar year following the year in which you reach age 70 1/2 or

- the calendar year following the calendar year you retire, provided you do not own 5% or more of your employer.

For IRAs, you must begin receiving withdrawals by April 1 of the calendar year following the calendar year in which you reach age 70 1/2 even if you have not retired.

In general the amount of required minimum distribution (including death benefit distributions discussed below) must be calculated separately with respect to each Section 403(b) arrangement, but then the aggregate amount of the required distribution may be taken under the tax law from any one or more of the participant's several TSA arrangements.

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Otherwise, you may not satisfy minimum distributions for an employer's qualified plan (ie, 401(a)/403(a), 457(b)) with distributions from another qualified plan of the same or a different employer.

Complex rules apply to the calculation of these withdrawals. A tax penalty of 50% applies to withdrawals which should have been taken but were not. It is not clear whether income payments under a variable annuity will satisfy these rules. Consult your tax adviser prior to choosing a pay-out option.

In general the amount of required minimum distribution must be calculated separately with respect to each IRA or SEP IRA and each SIMPLE IRA. The IRA/SEP accounts and annuity contracts of a participant are aggregated together and the same is done for the SIMPLE IRAs of a participant., You may, however, generally decide from which Traditional IRA/SEPs (or from which SIMPLE IRAs, as the case may be) to satisfy the minimum distribution requirements and how much to take from each.

You may not satisfy minimum distributions for one type of IRA or qualified plan with distributions from an account or annuity contract under another type of IRA or qualified plan (e.g. IRA and 403(b)).

In general, Income Tax regulations permit income payments to increase based not only with respect to the investment experience of the underlying funds but also with respect to actuarial gains. Additionally, these regulations permit payments under income annuities to increase due to a full withdrawal or to a partial withdrawal under certain circumstances.

Where made available, it is not clear whether the purchase or exercise of a withdrawal option after the first two years under a life contingent Income Annuity with a guarantee period where only the remaining guaranteed payments are reduced due to the withdrawal will satisfy minimum distribution requirements. Consult your tax advisor prior to purchase.

The regulations also require that the value of benefits under a deferred annuity including certain death benefits in excess of cash value must be added to the amount credited to your account in computing the amount required to be distributed over the applicable period. You should consult your own tax advisors as to how these rules affect your own Contract. We will provide you with additional information regarding the amount that is subject to minimum distribution under this rule.

If you intend to receive your minimum distributions which are payable over the joint lives of you and a beneficiary who is not your spouse (or over a period not exceeding the joint life expectancy of you and your non-spousal beneficiary), be advised that Federal tax rules may require that payments be made over a shorter period or may require that payments to the beneficiary be reduced after your death to meet the minimum distribution incidental benefit rules and avoid the 50% excise tax. Consult your tax advisor.

DEATH BENEFITS

The death benefit is taxable to the recipient in the same manner as if paid to the contract owner (under the rules for withdrawals or income payments, whichever is applicable).

Generally, if you die before required minimum distribution withdrawals have begun, we must make payment of your entire interest by December 31st of the year that is the fifth anniversary of your death or begin making payments over a period and in a manner allowed by the Code to your beneficiary by December 31st of the year after your death.

If your spouse is your beneficiary, and your Contract permits, your spouse may delay the start of these payments until December 31 of the year in which you would have reached age 70 1/2. Alternatively, if your spouse is your sole beneficiary and the Contract is an IRA, he or she may elect to rollover the death proceeds into his or her own IRA (or, beginning in 2008 a Roth IRA and pay tax on the taxable portion of the death proceeds in the year of the rollover) and treat the IRA (or Roth IRA) as his or her own.

If your spouse is your beneficiary, and your Contract permits, your spouse may also be able to rollover the death proceeds into another eligible retirement plan in which he or she participates, if permitted under the tax law.

If your spouse is not your beneficiary and your Contract permits, your beneficiary may also be able to rollover the death proceeds into an inherited IRA. However, such beneficiary may not treat the inherited IRA as his or her own IRA. If you die after required distributions begin, payments of your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

If an IRA Contract is issued in your name after your death for the benefit of your designated beneficiary with a purchase payment which is directly transferred to the Contract from another IRA or eligible retirement plan, the death benefit must continue to be distributed to your beneficiary's beneficiary in a manner at least as rapidly as the method of distribution in effect at the time of your beneficiary's death.

TSAS (ERISA AND NON-ERISA)

GENERAL

TSAs fall under Section 403(b) of the Code, which provides certain tax benefits to eligible employees of public school systems and organizations that are tax exempt under Section 501(c)(3) of the Code. In general contributions to Section 403(b) arrangements are subject limitations under Section 415(c) of the Code (the lesser of 100% of includable compensation or the applicable limit for the year).

On July 26, 2007, final 403(b) regulations were issued by the U. S. Treasury which will impact how we administer your 403(b) contract. In order to satisfy the 403(b) final regulations and prevent your contract from being subject to adverse tax consequences including potential penalties, contract exchanges after September 24, 2007 must, at a minimum, meet the following requirements: (1) the plan must allow the exchange, (2) the exchange must not result in a reduction in the participant or beneficiary's accumulated benefit, (3) the receiving contract includes distribution restrictions that are no less stringent than those imposed on the contract being exchanged, and (4) the employer enters into an agreement with the issuer of the receiving contract to provide information to enable the contract provider to comply with Code requirements. Such information would include details concerning severance from employment, hardship withdrawals, loans and tax basis. You should consult your tax or legal counsel for any advice relating to contract exchanges or any other matter relating to these regulations.

WITHDRAWALS AND INCOME PAYMENTS

If you are under 59 1/2, you cannot withdraw money from your TSA Contract unless the withdrawal:

- Relates to purchase payments made prior to 1989 (and pre-1989 earnings on those purchase payments).

- Is directly transferred to another permissible investment under Section 403(b) arrangements;

- Relates to amounts that are not salary reduction elective deferrals;

- Occurs after you die, have a severance from employment or become disabled (as defined by the Code); or

- Is for financial hardship (but only to the extent of purchase payments) if your plan allows it.

- Distributions attributable to certain Tax Sheltered Annuity plan terminations if the conditions of the new income tax regulations are met.

Recent income tax regulations also provide certain new restrictions on withdrawals of amounts from tax sheltered annuities that are not attributable to salary reduction contributions. Under these regulations, a Section 403(b) contract is

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permitted to distribute retirement benefits attributable to pre-tax contributions other than elective deferrals to the participant no earlier than upon the earlier of the participant's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability. This new withdrawal restriction is

applicable for tax sheltered annuity contracts issued on or after January 1, 2009.

DESIGNATED ROTH ACCOUNT FOR 403(B) PLANS

Effective January 1; 2006, employers that established and maintain a TSA/ 403(b) plan ("the Plan") may also establish a Qualified Roth Contribution Program under Section 402A of the Code ("Designated Roth Accounts") to accept after tax contributions as part of the TSA plan. In accordance with our administrative procedures, we may permit these contributions to be made as purchase payments to a Section 403(b) Contract under the following conditions:

. The employer maintaining the plan has demonstrated to our satisfaction that Designated Roth Accounts are permitted under the Plan.

. In accordance with our administrative procedures, the amount of elective deferrals has been irrevocably designated as an after-tax contribution to the Designated Roth Account.

. All state regulatory approvals have been obtained to permit the Contract to accept such after-tax elective deferral contributions (and, where permitted under the Qualified Roth Contribution Program and the Contract, rollovers and trustee-to-trustee transfers from other Designated Roth Accounts).

. In accordance with our procedures and in a form satisfactory to us, we may accept rollovers from other funding vehicles under any Qualified Roth Contribution Program of the same type in which the employee participates as well as trustee-to-trustee transfers from other funding vehicles under the same Qualified Roth Contribution Program for which the participant is making elective deferral contributions to the Contract.

. No other contribution types (including employer contributions, matching contributions, etc.) will be allowed as designated Roth contributions, unless they become permitted under the Code.

. If permitted under the federal tax law, we may permit both pre-tax contributions under a 403(b) plan as well as after-tax contributions under that Plan's Qualified Roth Contribution Program to be made under the same Contract as well as rollover contributions and contributions by trustee-to-trustee transfers. In such cases, we will account separately for the designated Roth contributions and the earnings thereon from the contributions and earnings made under the pre-tax TSA plan (whether made as elective deferrals, rollover contributions or trustee-to-trustee transfers). As between the pre-tax or traditional Plan and the Qualified Roth Contribution Program, we will allocate any living benefits or death benefits provided under the Contract on a reasonable basis, as permitted under the tax law.

- We may refuse to accept contributions made as rollovers and trustee-to-trustee transfers, unless we are furnished with a breakdown as between participant contributions and earnings at the time of the contribution.

Many of the federal income tax rules pertaining to Designated Roth Accounts have not yet been finalized. Both you and your employer should consult their own tax and legal advisors prior to making or permitting contributions to be made to a Qualified Roth Contribution Program.

- The IRS was given authority in the final Roth account regulations to issue additional guidance addressing the potential for improper transfers of value to Roth accounts due to the allocation of contract income, expenses, gains and losses. The IRS has not issued the additional guidance and, as a result, there is uncertainty regarding the status of Roth accounts and particularly Roth accounts under annuity contracts that allocate charges for guarantees. You should consult your tax or legal counsel for advice relating to Roth accounts and other matters relating to the final Roth account regulations.

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LOANS

If your employer's plan and TSA Contract permit loans, such loans will be made only from any Fixed Interest Account balance and only up to certain limits. In that case, we credit your Fixed Interest Account balance up to the amount of the outstanding loan balance with a rate of interest that is less than the interest rate we charge for the loan.

The Code and applicable income tax regulations limit the amount that may be borrowed from your Contract and all your employer plans in the aggregate and also require that loans be repaid, at a minimum, in scheduled level payments over a prescribed term.

Your employer's plan and Contract will indicate whether loans are permitted. The terms of the loan are governed by the Contract and loan agreement. Failure to satisfy loan limits under the Code or to make any scheduled payments according to the terms of your loan agreement and Federal tax law could have adverse tax consequences. Consult a tax advisor and read your loan agreement and Contract prior to taking any loan.

INDIVIDUAL RETIREMENT ANNUITIES

IRAs: Traditional IRA, Roth IRA, SIMPLE IRA and SEPs

The sale of a Contract for use with an IRA may be subject to special disclosure requirements of the IRS. Purchasers of a Contract for use with IRAs will be provided with supplemental information required by the IRS or other appropriate agency. A Contract issued in connection with an IRA may be amended as necessary to conform to the requirements of the Code.

IRA Contracts may not invest in life insurance. The Deferred Annuity offers death benefits and optional benefits that in some cases may exceed the greater of the purchase payments or the Account Balance which could conceivably be characterized as life insurance.

The Roth IRA tax endorsement is based on the IRS model form 5305-RB (rev 0302). The Deferred Annuity (and optional death benefits and appropriate IRA tax endorsements) has not yet been submitted to the IRS for review and approval as to form. Disqualification of the Deferred Annuity as an IRA could result in the immediate taxation of amounts held in the Contract and other adverse tax consequences.

Generally, except for Roth IRAs, IRAs can accept deductible (or pre-tax) purchase payments. Deductible or pre-tax purchase payments will be taxed when distributed from the Contract.

You must be both the contract owner and the annuitant under the Contract. Your IRA annuity is not forfeitable and you may not transfer, assign or pledge it to someone else. You are not permitted to borrow from the Contract. You can transfer your IRA proceeds to a similar IRA, certain eligible retirement plans of an employer (or a SIMPLE IRA to a Traditional IRA or eligible retirement plan after two years) without incurring Federal income taxes if certain conditions are satisfied.

Consult your tax adviser prior to the purchase of the Contract as a Traditional IRA, Roth IRA, SIMPLE IRA or SEP.

TRADITIONAL IRA ANNUITIES

PURCHASE PAYMENTS

Purchase payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which you attain age 69 1/2.

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Except for permissible rollovers and direct transfers, purchase payments to Traditional and Roth IRAs for individuals under age 50 are limited to the lesser of 100% of compensation or the deductible amount established each year under the Code. A purchase payment up to the deductible amount can also be made for a non-working spouse provided the couple's compensation is at least equal to their aggregate contributions. See the SAI for additional information. Also, see IRS Publication 590 available at www.irs.gov.

. Individuals age 50 or older can make an additional "catch-up" purchase payment of (assuming the individual has sufficient compensation).

. If you are an active participant in a retirement plan of an employer, your contributions may be limited.

. Purchase payments in excess of these amounts may be subject to a penalty tax.

. If contributions are being made under a SEP or a SAR-SEP plan of your employer, additional amounts may be contributed as permitted by the Code and the terms of the employer's plan.

. These age and dollar limits do not apply to tax-free rollovers or transfers from other IRAs or other eligible retirement plans.

. If certain conditions are met, you can change your Traditional IRA purchase payment to a Roth IRA before you file your income tax return (including filing extensions).

WITHDRAWALS AND INCOME PAYMENTS

Withdrawals (other than tax free transfers or rollovers to other individual retirement arrangements or eligible retirement plans) and income payments are included in income except for the portion that represents a return of non-deductible purchase payments. This portion is generally determined based on a ratio of all non-deductible purchase payments to the total values of all your Traditional IRAs. We will withhold a portion of the taxable amount of your withdrawal for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code. Also see general section titled "Withdrawals" above.

DEATH BENEFITS

The death benefit is taxable to the recipient in the same manner as if paid to the contract owner (under the rules for withdrawals or income payments, whichever is applicable).

Generally, if you die before required minimum distribution withdrawals have begun, we must make payment of your entire interest by December 31st of the year that is the fifth anniversary of your death or begin making payments over a period and in a manner allowed by the Code to your beneficiary by December 31st of the year after your death.

If your spouse is your beneficiary, and your Contract permits, your spouse may delay the start of these payments until December 31 of the year in which you would have reached age 701/2. Alternatively, if your spouse is your beneficiary, he or she may elect to continue as "contract owner" of the Contract.

If you die after required distributions begin, payments of your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

If the Contract is issued in your name after your death for the benefit of your designated beneficiary with a purchase payment which is directly transferred to the Contract from another IRA account or IRA annuity you owned, the death benefit must continue to be distributed to your beneficiary's beneficiary in a manner at least rapidly as the method of distribution in effect at the time of your beneficiary's death.

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SIMPLE IRAS AND SEPS ANNUITIES

PURCHASE PAYMENTS TO SEPS.

If contributions are being made under a SEP plan of your employer, additional amounts may be contributed as permitted by the Code and the terms of the employer's plan.

Except for permissible contributions under the Code made in accordance with the employer's SEP plan, permissible rollovers and direct transfers, purchase payments to SEPs for individuals under age 50 are limited to the lesser of 100% of compensation or the deductible amount each year. This amount reaches $5,000 in 2008 (adjusted for inflation thereafter).

Participants age 50 or older can make an additional "catch-up" purchase payment of $1,000 a year (assuming the individual has sufficient compensation). Purchase payments in excess of this amount may be subject to a penalty tax.

Purchase payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which you attain age 69 1/2. These age and dollar limits do not apply to tax-free rollovers or transfers.

PURCHASE PAYMENTS TO SIMPLE IRAS

The Code allows contributions up to certain limits to be made under a valid salary reduction agreement to a SIMPLE IRA and also allows for employer contributions up to certain applicable limits under the Code.

The Code allows "catch up" contributions for participants age 50 and older in excess of these limits ($2,500 in 2008 and years thereafter unless adjusted for inflation).

Transfers and rollovers from other SIMPLE IRA funding vehicles may also be accepted under your SIMPLE IRA Deferred Annuity.

Purchase payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which you attain age 69 1/2. These age and dollar limits do not apply to tax-free rollovers or transfers.

WITHDRAWALS AND INCOME PAYMENTS

Withdrawals and income payments are included in income except for the portion that represents a return of non-deductible purchase payments. This portion is generally determined based on a ratio of all non-deductible purchase payments to the total values of all your Traditional IRAs in the case of SEPs.

DEATH BENEFITS

The death benefit is taxable to the recipient in the same manner as if paid to the owner (under the rules for withdrawals or income payments, whichever is applicable).

Generally, if you die before required minimum distribution withdrawals have begun, we must make payment of your entire interest by December 31st of the year that is the fifth anniversary of your death or begin making payments over a period and in a manner allowed by the Code to your beneficiary by December 31st of the year after your death.

If your spouse is your beneficiary, your spouse may delay the start of these payments until December 31 of the year in which you would have reached age 70 1/2. Alternatively, if your spouse is your beneficiary, he or she may elect to continue as "owner" of the Contract and treat it as his/her own Traditional IRA (in the case of SEPs) or his/her own SIMPLE IRA (if so eligible, in the case of SIMPLE IRA).

If you die after required distributions begin, payments of your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

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If the Contract is issued in your name after your death for the benefit of your designated beneficiary with a purchase payment which is directly transferred to the Contract from another IRA account or IRA annuity you owned, the death benefit must continue to be distributed to your beneficiary's beneficiary in a manner at least as rapidly as the method of distribution in effect at the time of your beneficiary's death.

457(B) PLANS

GENERAL

457(b)s plans are available to state or local governments and certain tax-exempt organizations as described in Section 457(b) and 457(e)(1) of the Code. The plans are not available for churches and qualified church-controlled organizations.

457(b) annuities maintained by a state or local government are for the exclusive benefit of plan participants and their beneficiaries. 457(b) annuities other than those maintained by state or local governments are solely the property of the employer and are subject to the claims of the employer's general creditors until they are "made available" to you.

WITHDRAWALS

Generally, because contributions are on a before-tax basis, withdrawals from your annuity are subject to income tax. Generally, monies in your Contract can not be "made available" to you until you reach age 70 1/2, leave your job (or your employer changes) or have an unforeseen emergency (as defined by the Code).

SPECIAL RULES

Special rules apply to certain non-governmental 457(b) plans deferring compensation from taxable years beginning before January 1, 1987 (or beginning later but based on an agreement in writing on August 16, 1986).

LOANS

In the case of a 457(b) plan maintained by a state or local government, the plan may permit loans. The Code and applicable income tax regulations limit the amount that may be borrowed from your 457(b) plan and all employer plans in the aggregate and also require that loans be repaid, at minimum, in scheduled level payments over a certain term.

Your 457(b) plan will indicate whether plan loans are permitted. The terms of the loan are governed by your loan agreement with the plan. Failure to satisfy loan limits under the Code or to make any scheduled payments according to the terms of your loan agreement and Federal tax law could have adverse tax consequences. Consult a tax advisor and read your loan agreement and Contract prior to taking any loan.

403(A)

GENERAL

The employer adopts a 403(a) plan as a qualified retirement plan to provide benefits to participating employees. The plan generally works in a similar manner to a corporate qualified retirement plan except that the 403(a) plan does not have a trust or a trustee.

See the "General" headings under Income Taxes for a brief description of the tax rules that apply to 403(a) annuities.

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LEGAL PROCEEDINGS

In the ordinary course of business, MetLife, similar to other life insurance companies, is involved in lawsuits (including class action lawsuits), arbitrations and other legal proceedings. Also, from time to time, state and federal regulators or other officials conduct formal and informal examinations or undertake other actions dealing with various aspects of the financial services and insurance industries. In some legal proceedings involving insurers, substantial damages have been sought and/or material settlement payments have been made.

It is not possible to predict with certainty the ultimate outcome of any pending legal proceeding or regulatory action. However, the MetLife does not believe any such action or proceeding will have a material adverse effect upon the Separate Account or upon the ability of MLIDC to perform its contract with the Separate Account or of MetLife to meet its obligations under the Contracts.

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OF ADDITIONAL INFORMATION

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APPENDIX I

PREMIUM TAX TABLE

If you are a resident of one of the following jurisdictions, the percentage amount listed by that jurisdiction is the premium tax rate applicable to your annuity.

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<S>	TSA and TSA ERISA Annuities <C>	IRA and SEP Annuities(1) <C>	457(b) Annuities <C>	403(a) Annuities <C>
California........	0.5%	0.5%(2)	2.35%	0.5%
Maine.............	--	--	--	--
Nevada............	--	--	--	--
Puerto Rico.......	1.0%	1.0%	1.0%	1.0%
South Dakota......	--	--	--	--
West Virginia.....	1.0%	1.0%	1.0%	1.0%
Wyoming...........	--	--	--	--

</TABLE>

/1/Premium tax rates applicable to IRA and SEP annuities purchased for use in connection with individual retirement trust or custodial accounts meeting the requirements of Section 408(a) of the Code are included under the column heading "IRA and SEP Annuities."

/2/With respect to annuities purchased for use in connection with individual retirement trust or custodial accounts meeting the requirements of Section 408(a) of the Code, the annuity tax rate in California is 2.35% instead of 0.5%.

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APPENDIX II

WHAT YOU NEED TO KNOW IF YOU ARE A TEXAS OPTIONAL RETIREMENT PROGRAM PARTICIPANT

If you are a participant in the Texas Optional Retirement Program, Texas law permits us to make withdrawals on your behalf only if you die, retire or terminate employment in all Texas institutions of higher education, as defined under Texas law. Any withdrawal you ask for requires a written statement from the appropriate Texas institution of higher education verifying your vesting status and (if applicable) termination of employment. Also, we require a written statement from you that you are not transferring employment to another Texas institution of higher education. If you retire or terminate employment in all Texas institutions of higher education or die before being vested, amounts provided by the state's matching contribution will be refunded to the appropriate Texas institution. We may change these restrictions or add others without your consent to the extent necessary to maintain compliance with the law.

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APPENDIX III

ACCUMULATION UNIT VALUES FOR EACH INVESTMENT DIVISION

These tables and bar charts show fluctuations in the Accumulation Unit Values for two of the possible mixes offered within the Deferred Annuity for each investment division from year end to year end. The information in these tables and charts has been derived from the Separate Account's full financial statements or other reports (such as the annual report). The first table and charts show the Deferred Annuity mix that bears the total highest charge, and the second table and charts show the Deferred Annuity mix that bears the total lowest charge. The mix with the total highest charge has these features: C Class, the Annual Step-Up Death Benefit and Guaranteed Minimum Income Benefit. (In terms of the calculation for this mix, the Guaranteed Minimum Income Benefit charge is made by canceling accumulation units and, therefore, the charge is not reflected in the Accumulation Unit Value. However, purchasing this option with the others will result in the highest overall charge.) The mix with the total lowest charge has these features: B Class and no optional benefit. All other possible mixes for each investment division within the Deferred Annuity appear in the SAI, which is available upon request without charge by calling 1-800-638-7732.

METLIFE FINANCIAL FREEDOM SELECT
HIGHEST POSSIBLE MIX

1.55 SEPARATE ACCOUNT CHARGE

<TABLE>
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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
American Funds Bond Division/(f)/........................	2006	$ 14.30	$ 14.97	0.00
	2007	14.97	15.19	626.21
American Funds Global Small Capitalization Division/(a)/.	2002	11.95	10.61	0.00
	2003	10.61	16.00	21.45
	2004	16.00	19.00	738.73
	2005	19.00	23.39	912.70
	2006	23.39	28.50	981.29
	2007	28.50	33.99	900.95
American Funds Growth Division/(a)/......................	2002	82.24	79.31	0.00
	2003	79.31	106.57	4.38
	2004	106.57	117.74	99.26
	2005	117.74	134.37	132.81
	2006	134.37	145.47	178.10
	2007	145.47	160.50	231.02
American Funds Growth-Income Division/(a)/...............	2002	68.03	63.76	0.00
	2003	63.76	82.93	17.28
	2004	82.93	89.90	211.73
	2005	89.90	93.45	368.52
	2006	93.45	105.74	647.76
	2007	105.74	109.08	593.98
BlackRock Bond Income Division/(a)/......................	2002	39.28	40.74	0.00
	2003	40.74	42.35	4.06
	2004	42.35	43.44	158.65
	2005	43.44	43.69	247.49
	2006	43.69	44.80	474.85
	2007	44.80	46.77	598.32
BlackRock Large Cap Core Division*/(g)/..................	2007	75.35	75.92	2.46

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/..............	2002	$48.19	$45.64	0.00
	2003	45.64	58.38	0.00
	2004	58.38	63.57	2.76
	2005	63.57	64.67	2.64
	2006	64.67	72.49	2.55
	2007	72.49	75.99	0.00
BlackRock Large Cap Value Division/(a)/...........	2002	8.60	7.90	0.00
	2003	7.90	10.53	0.00
	2004	10.53	11.74	194.35
	2005	11.74	12.20	194.35
	2006	12.20	14.32	464.48
	2007	14.32	14.54	482.55
BlackRock Legacy Large Cap Growth Division/(a)/...	2002	20.14	17.58	0.00
	2003	17.58	23.41	0.00
	2004	23.41	25.03	0.00
	2005	25.03	26.31	0.00
	2006	26.31	26.91	0.00
	2007	26.91	31.38	0.00
BlackRock Money Market Division/(b)/..............	2003	21.52	21.37	0.00
	2004	21.37	21.20	0.00
	2005	21.20	21.42	0.00
	2006	21.42	22.05	0.00
	2007	22.05	22.76	0.00
BlackRock Strategic Value Division/(a)/...........	2002	12.70	10.77	0.00

	2003	10.77	15.89	14.56
	2004	15.89	18.00	307.94
	2005	18.00	18.42	630.26
	2006	18.42	21.12	1,213.55
	2007	21.12	20.02	1,339.97
Calvert Social Balanced Division/(a)/.............	2002	17.05	16.70	0.00
	2003	16.70	19.63	64.25
	2004	19.63	20.92	174.62
	2005	20.92	21.76	293.02
	2006	21.76	23.31	479.23
	2007	23.31	23.58	470.09
Clarion Global Real Estate Division (formerly Neuberger Berman Real Estate Division)/(d)/.....	2004	9.99	12.82	102.93
	2005	12.82	14.30	228.85
	2006	14.30	19.37	1,068.24
	2007	19.37	16.21	1,396.48
Cyclical Growth ETF Division/(f)/.................	2006	10.69	11.39	0.00
	2007	11.39	11.84	0.00
Cyclical Growth and Income ETF Division/(f)/......	2006	10.50	11.14	0.00
	2007	11.14	11.56	0.00
Davis Venture Value Division/(a)/.................	2002	21.94	21.34	0.00
	2003	21.34	27.47	8.16
	2004	27.47	30.28	53.71
	2005	30.28	32.80	360.51
	2006	32.80	36.92	1,253.80
	2007	36.92	37.93	1,487.63

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year

FI Large Cap Division/(f)/	2006	$ 16.84	$ 17.02	0.00
	2007	17.02	17.38	0.00
FI Mid Cap Opportunities Division/(a)(c)/	2002	11.13	10.72	0.00
	2003	10.72	14.17	0.00
	2004	14.17	16.30	73.37
	2005	16.30	17.12	88.39
	2006	17.12	18.81	80.96
	2007	18.81	20.02	100.36
FI Value Leaders Division/(a)/	2002	19.24	18.26	0.00
	2003	18.26	22.81	0.00
	2004	22.81	25.50	0.00
	2005	25.50	27.73	62.14
	2006	27.73	30.49	241.29
	2007	30.49	31.20	302.83
Franklin Templeton Small Cap Growth Division/(a)/	2002	6.72	6.22	0.00
	2003	6.22	8.86	2.97
	2004	8.86	9.70	9.99
	2005	9.70	9.97	49.72
	2006	9.97	10.77	70.35
	2007	10.77	11.06	108.16
Harris Oakmark Focused Value Division/(a)/	2002	22.20	22.83	0.00
	2003	22.83	29.75	3.50
	2004	29.75	32.11	110.98
	2005	32.11	34.69	177.17
	2006	34.69	38.32	411.79
	2007	38.32	35.06	1,056.10
Harris Oakmark International Division/(a)/	2002	9.88	8.81	0.00
	2003	8.81	11.71	35.81
	2004	11.71	13.90	194.72
	2005	13.90	15.63	294.09
	2006	15.63	19.83	322.96
	2007	19.83	19.31	3,918.25
Janus Forty Division/(h)/	2007	140.44	172.11	0.00

Lazard Mid Cap Division/(a)/......................	2002	9.97	9.64	0.00
	2003	9.64	11.98	33.34
	2004	11.98	13.50	97.27
	2005	13.50	14.36	145.98
	2006	14.36	16.22	8.38
	2007	16.22	15.53	0.02
Lehman Brothers(R) Aggregate Bond Division/(a)/...	2002	11.65	12.16	0.00
	2003	12.16	12.38	895.64
	2004	12.38	12.65	2,945.36
	2005	12.65	12.69	5,824.53
	2006	12.69	12.97	8,260.35
	2007	12.97	13.62	4,624.05

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
Loomis Sayles Small Cap Division/(a)/..	2002	$18.62	$16.98	0.00
	2003	16.98	22.81	0.00
	2004	22.81	26.11	7.96
	2005	26.11	27.43	28.32
	2006	27.43	31.43	9.04
	2007	31.43	34.55	13.95
Lord Abbett Bond Debenture Division/(a)/.......................................	2002	13.14	13.42	0.00
	2003	13.42	15.75	9.98
	2004	15.75	16.77	267.56
	2005	16.77	16.76	476.24
	2006	16.76	18.01	549.63
	2007	18.01	18.90	605.15
Met/AIM Small Cap Growth Division/(a)/...	2002	8.90	8.45	0.00
	2003	8.45	11.56	0.00

	2004	11.56	12.11	0.00
	2005	12.11	12.91	0.00
	2006	12.91	14.52	0.00
	2007	14.52	15.88	0.00
MetLife Mid Cap Stock Index Division/(a)/....................................	2002	8.92	8.58	0.00
	2003	8.58	11.37	132.11
	2004	11.37	12.96	552.05
	2005	12.96	14.29	829.97
	2006	14.29	15.46	593.70
	2007	15.46	16.36	768.06
MetLife Stock Index Division/(a)/..	2002	27.57	26.29	0.00
	2003	26.29	33.10	107.72
	2004	33.10	35.94	1,158.16
	2005	35.94	36.94	2,626.84
	2006	36.94	41.90	2,222.83
	2007	41.90	43.30	2,747.51
MFS(R) Research International Division/(a)/..................................	2002	7.78	7.26	0.00
	2003	7.26	9.45	18.59
	2004	9.45	11.12	5.33
	2005	11.12	12.75	141.50
	2006	12.75	15.89	350.25
	2007	15.89	17.72	458.13
MFS(R) Total Return Division/(a)/..	2002	31.25	30.99	0.00
	2003	30.99	35.62	0.00
	2004	35.62	38.93	2.34
	2005	38.93	39.42	2.43
	2006	39.42	43.45	81.70
	2007	43.45	44.54	92.01
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/.	2002	9.95	9.61	0.00
	2003	9.61	11.85	0.00
	2004	11.85	12.97	352.34
	2005	12.97	12.56	1,395.69
	2006	12.56	14.57	2,347.73
	2007	14.57	13.77	4,120.76

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
Morgan Stanley EAFE(R) Index Division/(a)/.....	2002	$ 7.82	$ 6.94	0.00
	2003	6.94	9.38	186.74
	2004	9.38	11.01	929.69
	2005	11.01	12.25	1,842.55
	2006	12.25	15.13	1,524.97
	2007	15.13	16.47	2,193.59
Neuberger Berman Mid Cap Value Division/(a)/...	2002	13.89	13.24	0.00
	2003	13.24	17.76	12.87
	2004	17.76	21.45	142.69
	2005	21.45	23.64	718.13
	2006	23.64	25.88	1,292.71
	2007	25.88	26.30	1,764.93
Oppenheimer Capital Appreciation Division/(a)/.	2002	6.52	6.26	0.00
	2003	6.26	7.93	0.00
	2004	7.93	8.30	0.00
	2005	8.30	8.56	0.00
	2006	8.56	9.07	33.40
	2007	9.07	10.21	40.56
PIMCO Inflation Protected Bond Portfolio/(f)/..	2006	10.94	11.04	0.00
	2007	11.04	12.04	0.00
PIMCO Total Return Division/(a)/...............	2002	10.89	11.32	0.00
	2003	11.32	11.63	532.41
	2004	11.63	12.02	1,107.10
	2005	12.02	12.10	398.28
	2006	12.10	12.45	661.52
	2007	12.45	13.19	497.47
RCM Technology Division/(a)/...................	2002	3.66	2.95	0.00

	2003	2.95	4.58	0.00
	2004	4.58	4.31	29.00
	2005	4.31	4.71	134.50
	2006	4.71	4.89	27.68
	2007	4.89	6.33	0.00
Russell 2000(R) Index Division/(a)/............	2002	9.95	9.21	0.00
	2003	9.21	13.22	86.60
	2004	13.22	15.28	343.81
	2005	15.28	15.69	488.80
	2006	15.69	18.17	363.46
	2007	18.17	17.58	2,152.25
T. Rowe Price Large Cap Growth Division/(a)/...	2002	8.85	8.62	0.00
	2003	8.62	11.09	0.00
	2004	11.09	11.98	0.00
	2005	11.98	12.55	0.00
	2006	12.55	13.95	44.03
	2007	13.95	14.99	1,825.84

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
T. Rowe Price Mid Cap Growth Division/(a)/.........................	2002	$ 4.82	$ 4.53	0.00
	2003	4.53	6.09	0.00
	2004	6.09	7.07	169.28
	2005	7.07	7.98	604.86
	2006	7.98	8.34	1,203.35
	2007	8.34	9.66	4,123.98
T. Rowe Price Small Cap Growth Division/(a)/.......................	2002	8.79	8.60	0.00
	2003	8.60	11.93	20.78
	2004	11.93	13.04	54.91

	2005	13.04	14.22	62.70
	2006	14.22	14.51	47.00
	2007	14.51	15.64	47.09
Third Avenue Small Cap Value Division/(a)/.........................	2002	9.02	8.22	0.00
	2003	8.22	11.45	0.00
	2004	11.45	14.26	54.51
	2005	14.26	16.21	71.09
	2006	16.21	18.06	50.17
	2007	18.06	17.25	57.46
Western Asset Management Strategic Bond Opportunities Division/(a)/.	2002	15.87	16.78	0.00
	2003	16.78	18.61	0.00
	2004	18.61	19.47	233.67
	2005	19.47	19.67	395.15
	2006	19.67	20.30	654.64
	2007	20.30	20.73	816.42
Western Asset Management U.S. Government Division/(a)/..............	2002	14.92	15.36	0.00
	2003	15.36	15.37	784.08
	2004	15.37	15.54	1,320.26
	2005	15.54	15.52	196.37
	2006	15.52	15.88	718.72
	2007	15.88	16.26	934.00
MetLife Aggressive Allocation Division/(e)/........................	2005	9.99	11.13	0.00
	2006	11.13	12.68	0.00
	2007	12.68	12.89	0.00
MetLife Conservative Allocation Division/(e)/......................	2005	9.99	10.28	0.00
	2006	10.28	10.82	0.00
	2007	10.82	11.25	0.00
MetLife Conservative to Moderate Allocation Division/(e)/..........	2005	9.99	10.50	0.00
	2006	10.50	11.32	0.00
	2007	11.32	11.68	0.00
MetLife Moderate Allocation Division/(e)/..........................	2005	9.99	10.73	1,006.34
	2006	10.73	11.82	3,215.90
	2007	11.82	12.14	10,567.10
MetLife Moderate to Aggressive Allocation Division/(e)/............	2005	9.99	10.96	0.00

	2006	10.96	12.32	0.00
	2007	12.32	12.60	2,154.57

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METLIFE FINANCIAL FREEDOM SELECT
LOWEST POSSIBLE MIX
1.15 SEPARATE ACCOUNT CHARGE

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
American Funds Bond Division/(f)/..	2006	$ 14.82	$ 15.56	52,024.77
	2007	15.56	15.85	174,819.77
American Funds Global Small Capitalization Division/(a)/...........................	2002	12.16	10.81	63.62
	2003	10.81	16.37	14,982.78
	2004	16.37	19.51	80,216.60
	2005	19.51	24.12	227,193.58
	2006	24.12	29.51	447,880.61
	2007	29.51	35.33	656,275.07
American Funds Growth Division/(a)/..	2002	88.53	85.54	11.96
	2003	85.54	115.40	13,543.19
	2004	115.40	128.01	55,834.31
	2005	128.01	146.68	129,239.16
	2006	146.68	159.42	223,498.95
	2007	159.42	176.61	293,354.57
American Funds Growth-Income Division/(a)/...	2002	73.23	68.77	30.15
	2003	68.77	89.81	18,970.96
	2004	89.81	97.74	71,689.28
	2005	97.74	102.01	143,320.39
	2006	102.01	115.89	202,055.10
	2007	115.89	120.03	259,197.84

BlackRock Bond Income Division/(a)/..	2002	42.36	44.02	2.43
	2003	44.02	45.94	12,384.39
	2004	45.94	47.31	31,771.09
	2005	47.31	47.78	64,260.01
	2006	47.78	49.19	95,129.12
	2007	49.19	51.55	113,272.33
BlackRock Large Cap Core Division*/(g)/...	2007	82.90	83.75	27,200.84
BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/.	2002	52.00	49.35	0.91
	2003	49.35	63.38	4,046.54
	2004	63.38	69.29	11,627.54
	2005	69.29	70.77	18,853.47
	2006	70.77	79.64	21,780.72
	2007	79.64	83.59	0.00
BlackRock Large Cap Value Division/(a)/...	2002	8.61	7.92	8.09
	2003	7.92	10.60	3,799.75
	2004	10.60	11.87	41,453.44
	2005	11.87	12.39	90,472.98
	2006	12.39	14.59	200,625.43
	2007	14.59	14.87	338,503.06
BlackRock Legacy Large Cap Growth Division/(a)/....................................	2002	20.77	18.17	0.00
	2003	18.17	24.29	2,861.22
	2004	24.29	26.06	3,633.57
	2005	26.06	27.51	11,978.18
	2006	27.51	28.25	22,086.50
	2007	28.25	33.07	46,455.59

</TABLE>

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year

<S>	<C>	<C>	<C>	<C>
BlackRock Money Market Division/(b)/..............	2003	$23.29	$23.19	0.00
	2004	23.19	23.09	0.00
	2005	23.09	23.43	0.00
	2006	23.43	24.21	0.00
	2007	24.21	25.09	0.00
BlackRock Strategic Value Division/(a)/...........	2002	12.81	10.88	156.91
	2003	10.88	16.11	48,453.97
	2004	16.11	18.33	175,008.38
	2005	18.33	18.82	287,683.69
	2006	18.82	21.67	374,993.08
	2007	21.67	20.63	454,086.47
Calvert Social Balanced Division/(a)/.............	2002	17.72	17.40	38.44
	2003	17.40	20.52	6,664.49
	2004	20.52	21.96	21,378.29
	2005	21.96	22.94	41,201.23
	2006	22.94	24.67	86,212.91
	2007	24.67	25.06	125,591.07
Clarion Global Real Estate Division (formerly Neuberger Berman Real Estate Division)/(d)/.....	2004	9.99	12.85	32,361.21
	2005	12.85	14.39	211,809.17
	2006	14.39	19.58	488,853.51
	2007	19.58	16.45	709,880.30
Cyclical Growth ETF Division/(f)/.................	2006	10.71	11.45	2,722.18
	2007	11.45	11.95	16,348.82
Cyclical Growth and Income ETF Division/(f)/......	2006	10.52	11.19	3,054.10
	2007	11.19	11.66	7,612.59
Davis Venture Value Division/(a)/.................	2002	22.63	22.05	19.62
	2003	22.05	28.50	16,227.34
	2004	28.50	31.54	89,201.49
	2005	31.54	34.29	268,434.82
	2006	34.29	38.76	475,212.75
	2007	38.76	39.98	663,987.62
FI Large Cap Division/(f)/........................	2006	17.50	17.74	10,134.75
	2007	17.74	18.19	23,977.37

FI Mid Cap Opportunities Division/(a)(c)/.........	2002	11.37	10.97	0.00
	2003	10.97	14.56	0.00
	2004	14.56	16.82	35,155.94
	2005	16.82	17.74	64,889.51
	2006	17.74	19.56	133,447.27
	2007	19.56	20.90	166,623.10
FI Value Leaders Division/(a)/....................	2002	19.96	18.99	0.00
	2003	18.99	23.81	2,262.03
	2004	23.81	26.72	11,500.32
	2005	26.72	29.17	35,920.78
	2006	29.17	32.20	78,333.40
	2007	32.20	33.09	101,164.80

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
Franklin Templeton Small Cap Growth Division/(a)/.	2002	$ 6.75	$ 6.26	6.52
	2003	6.26	8.96	7,737.94
	2004	8.96	9.84	31,713.66
	2005	9.84	10.16	61,213.51
	2006	10.16	11.02	103,113.29
	2007	11.02	11.36	164,851.99
Harris Oakmark Focused Value Division/(a)/........	2002	23.04	23.73	70.12
	2003	23.73	31.04	30,181.02
	2004	31.04	33.65	110,750.47
	2005	33.65	36.50	227,513.06
	2006	36.50	40.47	289,878.60
	2007	40.47	37.18	333,726.00
Harris Oakmark International Division/(a)/........	2002	9.91	8.85	48.82

	2003	8.85	11.82	19,511.29
	2004	11.82	14.08	85,264.44
	2005	14.08	15.90	251,803.76
	2006	15.90	20.25	533,163.25
	2007	20.25	19.80	812,437.99
Janus Forty Division/(h)/........................	2007	155.28	190.81	3,064.32
Lazard Mid Cap Division/(a)/.....................	2002	10.00	9.69	78.31
	2003	9.69	12.09	2,865.13
	2004	12.09	13.67	18,025.97
	2005	13.67	14.61	52,664.20
	2006	14.61	16.56	75,763.68
	2007	16.56	15.92	130,448.12
Lehman Brothers(R) Aggregate Bond Division/(a)/...	2002	11.82	12.36	3,448.86
	2003	12.36	12.63	144,664.71
	2004	12.63	12.97	428,405.73
	2005	12.97	13.06	910,620.62
	2006	13.06	13.40	1,382,777.48
	2007	13.40	14.13	1,782,657.77
Loomis Sayles Small Cap Division/(a)/.............	2002	19.24	17.58	2.82
	2003	17.58	23.71	3,228.37
	2004	23.71	27.25	8,561.34
	2005	27.25	28.74	28,010.97
	2006	28.74	33.07	59,402.51
	2007	33.07	36.49	88,213.45
Lord Abbett Bond Debenture Division/(a)/..........	2002	13.47	13.79	9.63
	2003	13.79	16.24	11,093.84
	2004	16.24	17.36	52,230.11
	2005	17.36	17.42	136,924.22
	2006	17.42	18.80	227,247.93
	2007	18.80	19.80	322,578.34
Met/AIM Small Cap Growth Division/(a)/............	2002	8.93	8.49	2.30
	2003	8.49	11.66	2,111.31
	2004	11.66	12.27	5,419.83
	2005	12.27	13.13	15,098.34
	2006	13.13	14.83	37,039.55
	2007	14.83	16.28	57,767.04

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
MetLife Mid Cap Stock Index Division/(a)/	2002	$ 8.99	$ 8.67	1,645.03
	2003	8.67	11.53	91,255.87
	2004	11.53	13.19	139,283.11
	2005	13.19	14.61	266,173.33
	2006	14.61	15.87	472,965.71
	2007	15.87	16.86	662,368.42
MetLife Stock Index Division/(a)/	2002	28.95	27.66	1,512.09
	2003	27.66	34.96	82,808.02
	2004	34.96	38.11	275,038.70
	2005	38.11	39.33	547,798.08
	2006	39.33	44.79	783,095.95
	2007	44.79	46.47	1,014,276.29
MFS(R) Research International Division/(a)/	2002	7.82	7.32	20.26
	2003	7.32	9.56	17,836.97
	2004	9.56	11.29	33,557.48
	2005	11.29	13.00	89,994.11
	2006	13.00	16.27	257,687.66
	2007	16.27	18.22	469,870.91
MFS(R) Total Return Division/(a)/	2002	33.21	33.00	1.50
	2003	33.00	38.08	7,191.76
	2004	38.08	41.78	24,289.54
	2005	41.78	42.48	54,395.78
	2006	42.48	47.01	84,211.32
	2007	47.01	48.38	119,028.13
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/	2002	10.10	9.77	164.71

	2003	9.77	12.09	57,143.48
	2004	12.09	13.29	177,468.75
	2005	13.29	12.92	372,897.00
	2006	12.92	15.06	446,843.92
	2007	15.06	14.28	542,706.43
Morgan Stanley EAFE(R) Index Division/(a)/....................................	2002	7.94	7.06	3,041.51
	2003	7.06	9.57	142,473.29
	2004	9.57	11.29	245,217.23
	2005	11.29	12.60	488,217.83
	2006	12.60	15.63	714,989.16
	2007	15.63	17.08	975,903.28
Neuberger Berman Mid Cap Value Division/(a)/..................................	2002	14.09	13.47	1.13
	2003	13.47	18.13	32,588.41
	2004	18.13	21.98	136,845.70
	2005	21.98	24.32	304,908.67
	2006	24.32	26.74	489,376.42
	2007	26.74	27.28	663,256.48
Oppenheimer Capital Appreciation Division/(a)/................................	2002	6.56	6.31	9.15
	2003	6.31	8.02	8,584.95
	2004	8.02	8.43	26,654.60
	2005	8.43	8.73	71,232.08
	2006	8.73	9.29	123,997.78
	2007	9.29	10.49	195,153.29

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
PIMCO Inflation Protected Bond Portfolio/(f)/......................	2006	$11.07	$11.20	14,323.43
	2007	11.20	12.27	53,603.10

PIMCO Total Return Division/(a)/....................................	2002	10.95	11.41	189.54
	2003	11.41	11.76	70,150.27
	2004	11.76	12.20	251,822.19
	2005	12.20	12.34	587,365.40
	2006	12.34	12.75	830,339.80
	2007	12.75	13.55	990,487.69
RCM Technology Division/(a)/..	2002	3.68	2.97	10.54
	2003	2.97	4.63	19,825.87
	2004	4.63	4.38	57,801.86
	2005	4.38	4.81	109,550.02
	2006	4.81	5.00	202,153.84
	2007	5.00	6.51	318,061.62
Russell 2000(R) Index Division/(a)/.................................	2002	10.10	9.36	860.44
	2003	9.36	13.49	57,176.25
	2004	13.49	15.66	92,647.13
	2005	15.66	16.14	203,487.62
	2006	16.14	18.77	330,869.18
	2007	18.77	18.23	449,867.09
T. Rowe Price Large Cap Growth Division/(a)/........................	2002	8.98	8.76	3.45
	2003	8.76	11.33	22,582.04
	2004	11.33	12.28	85,713.15
	2005	12.28	12.91	160,902.73
	2006	12.91	14.41	262,445.10
	2007	14.41	15.55	364,181.00
T. Rowe Price Mid Cap Growth Division/(a)/..........................	2002	4.85	4.56	6.04
	2003	4.56	6.16	14,813.41
	2004	6.16	7.18	99,520.94
	2005	7.18	8.14	203,186.34
	2006	8.14	8.54	411,060.56
	2007	8.54	9.93	605,999.98
T. Rowe Price Small Cap Growth Division/(a)/........................	2002	8.98	8.80	2.02
	2003	8.80	12.26	9,431.44
	2004	12.26	13.46	41,674.45
	2005	13.46	14.73	61,128.13
	2006	14.73	15.09	119,926.48
	2007	15.09	16.34	147,039.90

Third Avenue Small Cap Value Division/(a)/.........................	2002	9.02	8.24	0.00
	2003	8.24	11.52	10,024.24
	2004	11.52	14.41	23,882.79
	2005	14.41	16.45	116,689.87
	2006	16.45	18.40	218,803.53
	2007	18.40	17.64	312,434.44
Western Asset Management Strategic Bond Opportunities Division/(a)/.	2002	16.37	17.34	63.10
	2003	17.34	19.30	6,880.83
	2004	19.30	20.28	37,987.88
	2005	20.28	20.57	116,330.65
	2006	20.57	21.31	234,231.30
	2007	21.31	21.85	363,414.55

</TABLE>

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
Western Asset Management U.S. Government Division/(a)/....	2002	$15.39	$15.87	70.64
	2003	15.87	15.95	17,717.61
	2004	15.95	16.19	53,620.30
	2005	16.19	16.23	126,212.33
	2006	16.23	16.67	223,236.27
	2007	16.67	17.15	292,693.44
MetLife Aggressive Allocation Division/(e)/..............	2005	9.99	11.16	6,670.59
	2006	11.16	12.77	180,227.91
	2007	12.77	13.03	513,196.27
MetLife Conservative Allocation Division/(e)/............	2005	9.99	10.31	17,041.17
	2006	10.31	10.90	43,214.85
	2007	10.90	11.37	148,320.62
MetLife Conservative to Moderate Allocation Division/(e)/.	2005	9.99	10.53	38,350.22

	2006	10.53	11.39	327,965.49
	2007	11.39	11.80	712,052.60
MetLife Moderate Allocation Division/(e)/.................	2005	9.99	10.76	185,399.49
	2006	10.76	11.90	1,036,118.92
	2007	11.90	12.27	2,916,876.82
MetLife Moderate to Aggressive Allocation Division/(e)/...	2005	9.99	10.99	92,873.97
	2006	10.99	12.41	872,058.09
	2007	12.41	12.74	2,856,621.59

</TABLE>

(a)The inception date for the Deferred Annuities was July 12, 2002.
(b)Inception Date: May 1, 2003.
(c)The division with the name FI Mid Cap Opportunities was merged into the Janus Mid Cap Division prior to the opening of business May 3, 2004, and was renamed FI Mid Cap Opportunities. The investment division with the name FI Mid Cap Opportunities on April 30, 2004 ceased to exist. The accumulation unit values history prior to May 1, 2004 is of the division which no longer exists.
(d)Inception Date: May 1, 2004.
(e)Inception Date: May 1, 2005.
(f)Inception Date: May 1, 2006.
(g)The assets of BlackRock Large Cap Division (formerly BlackRock Investment Trust Division) of the Metropolitan Fund were merged into the BlackRock Large Cap Core Division of the Met Investors Fund on April 30, 2007. Accumulation unit values prior to April 30, 2007 are those of the BlackRock Large Cap Division.
(h)Inception date: April 30, 2007.
* We are waiving a portion of the Separate Account charge for the investment division investing in the BlackRock Large Cap Core Portfolio. Please see the Table of Expenses for more information.

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APPENDIX IV

PORTFOLIO LEGAL AND MARKETING NAMES

<TABLE>
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SERIES FUND/TRUST	LEGAL NAME OF PORTFOLIO SERIES	MARKETING NAME
American Funds Insurance Series(R)	Bond Fund	American Funds Bond Fund
American Funds Insurance Series(R)	Global Small Capitalization Fund	American Funds Global Small Capitalization Fund
American Funds Insurance Series(R)	Growth - Income Fund	American Funds Growth-Income Fund
American Funds Insurance Series(R)	Growth Fund	American Funds Growth Fund
Metropolitan Series Fund, Inc.	FI Large Cap Portfolio	FI Large Cap Portfolio (Fidelity)
Metropolitan Series Fund, Inc.	FI Mid Cap Opportunities Portfolio	FI Mid Cap Opportunities Portfolio (Fidelity)
Metropolitan Series Fund, Inc.	FI Value Leaders Portfolio	FI Value Leaders Portfolio (Fidelity)
Calvert Variable Series, Inc.	Social Balanced Portfolio	Calvert Social Balanced Portfolio

</TABLE>

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APPENDIX V

ADDITIONAL INFORMATION REGARDING THE PORTFOLIOS

The Portfolios below were subject to a name change. The chart identifies the former name and new name of each of these Portfolios.

PORTFOLIO NAME CHANGES

<TABLE>
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FORMER NAME	NEW NAME
MET INVESTORS FUND	MET INVESTORS FUND
Neuberger Berman Real Estate Portfolio	Clarion Global Real Estate Portfolio
METROPOLITAN FUND	METROPOLITAN FUND
Harris Oakmark Large Cap Value Portfolio	MFS(R) Value Portfolio

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Request For a Statement of
Additional Information/Change of Address

If you would like any of the following Statements of Additional Information, or have changed your address, please check the appropriate box below and return to the address below.

[_] Metropolitan Life Separate Account E,

[_] Metropolitan Series Fund, Inc.

[_] Met Investors Series Trust

[_] American Funds Insurance Series(R)

[_] Calvert Social Balanced Portfolio

[_] I have changed my address. My current address is:

_________________ Name ___
(Contract Number)

Address

_________________ _
(Signature) zip

Metropolitan Life Insurance Company
1600 Division Road
West Warwick, RI 02893

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, 2009

METLIFE FINANCIAL FREEDOM SELECT(R) VARIABLE ANNUITY CONTRACTS ISSUED BY

METROPOLITAN LIFE INSURANCE COMPANY
This Prospectus describes MetLife Financial Freedom Select group and individual deferred variable annuity contracts ("Deferred Annuities").

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

<TABLE>

<S>	<C>
AMERICAN FUNDS(R)	
AMERICAN FUNDS BOND	AMERICAN FUNDS GROWTH
AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION	AMERICAN FUNDS GROWTH-INCOME
CALVERT FUND	
SOCIAL BALANCED	
MET INVESTORS FUND	
AMERICAN FUNDS BALANCED ALLOCATION	MET/FRANKLIN INCOME
AMERICAN FUNDS GROWTH ALLOCATION	MET/FRANKLIN MUTUAL SHARES
AMERICAN FUNDS MODERATE ALLOCATION	MET/FRANKLIN TEMPLETON FOUNDING STRATEGY
BLACKROCK LARGE CAP CORE	MET/TEMPLETON GROWTH
CLARION GLOBAL REAL ESTATE	MFS(R) RESEARCH INTERNATIONAL
CYCLICAL GROWTH AND INCOME ETF	OPPENHEIMER CAPITAL APPRECIATION
CYCLICAL GROWTH ETF	PIMCO INFLATION PROTECTED BOND
HARRIS OAKMARK INTERNATIONAL	PIMCO TOTAL RETURN
JANUS FORTY	RCM TECHNOLOGY
LAZARD MID CAP	T. ROWE PRICE MID CAP GROWTH
LORD ABBETT BOND DEBENTURE	THIRD AVENUE SMALL CAP VALUE
MET/AIM SMALL CAP GROWTH	
METROPOLITAN FUND	
BLACKROCK BOND INCOME	METLIFE MID CAP STOCK INDEX
BLACKROCK LARGE CAP VALUE	METLIFE MODERATE ALLOCATION

BLACKROCK LEGACY LARGE CAP GROWTH	METLIFE MODERATE TO AGGRESSIVE ALLOCATION
BLACKROCK STRATEGIC VALUE	METLIFE STOCK INDEX
DAVIS VENTURE VALUE	MFS(R) TOTAL RETURN
FI LARGE CAP	MFS(R) VALUE
FI MID CAP OPPORTUNITIES	MORGAN STANLEY EAFE(R) INDEX
FI VALUE LEADERS	NEUBERGER BERMAN MID CAP VALUE
FRANKLIN TEMPLETON SMALL CAP GROWTH	RUSSELL 2000(R) INDEX
HARRIS OAKMARK FOCUSED VALUE	T. ROWE PRICE LARGE CAP GROWTH
LEHMAN BROTHERS(R) AGGREGATE BOND INDEX	T. ROWE PRICE SMALL CAP GROWTH
LOOMIS SAYLES SMALL CAP	WESTERN ASSET MANAGEMENT STRATEGIC BOND OPPORTUNITIES
METLIFE AGGRESSIVE ALLOCATION	WESTERN ASSET MANAGEMENT U.S. GOVERNMENT
METLIFE CONSERVATIVE ALLOCATION	
METLIFE CONSERVATIVE TO MODERATE ALLOCATION	

</TABLE>

Certain Portfolios have been subject to a name change. Please see Appendix V -- "Additional Information Regarding the Portfolios".

HOW TO LEARN MORE:

Before investing, read this Prospectus. The Prospectus contains information about the Deferred Annuities and Metropolitan Life Separate Account E which you should know before investing. Keep this Prospectus for future reference. For more information, request a copy of the Statement of Additional Information ("SAI"), dated   , 2009. The SAI is considered part of this Prospectus as though it were included in the Prospectus. The Table of Contents of the SAI appears on page 83 of this Prospectus. To request a free copy of the SAI or to ask questions, write or call:

Metropolitan Life Insurance Company
1600 Division Road
West Warwick, RI 02893
(800) 638-7732

[GRAPHIC]

DEFERRED
ANNUITIES

AVAILABLE:

- TSA
- TSA ERISA
- Simplified Employee Pensions (SEPs)
- SIMPLE Individual Retirement Annuities
- 457(b) Eligible Deferred Compensation Arrangements (457(b)s)
- 403(a) Arrangements

CLASSES AVAILABLE
FOR EACH
DEFERRED ANNUITY
- e
- e Bonus

A WORD ABOUT INVESTMENT RISK:

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

- a bank deposit or obligation;

- federally insured or guaranteed; or

- endorsed by any bank or other financial institution.

<PAGE>
Each class of the Deferred Annuities has its own Separate Account charge and withdrawal charge schedule. Each provides the opportunity to invest for retirement. The expenses for the e Bonus Class of the Deferred Annuity may be higher than similar contracts without a bonus. The purchase payment credits ("Bonus") may be more than offset by the higher expenses for the e Bonus Class.

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

This Prospectus is not valid unless attached to the current Metropolitan Fund, Calvert Fund, Met Investors Fund and American Funds(R) prospectuses which are attached to the back of this Prospectus. You should read these prospectuses carefully before purchasing a Deferred Annuity.

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

<PAGE>
IMPORTANT TERMS YOU SHOULD KNOW

ACCOUNT BALANCE

When you purchase a Deferred Annuity, an account is set up for you. Your Account Balance is the total amount of money credited to you under your Deferred Annuity including money in the investment divisions of the Separate Account and the Fixed Interest Account.

ACCUMULATION UNIT VALUE

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

ADMINISTRATIVE OFFICE

Your Administrative Office is the MetLife office that will generally handle the administration of all your requests concerning your Deferred Annuity. Your Contract will indicate the address of your Administrative Office. We will notify you if there is a change in the address of your Administrative Office. The telephone number to call to initiate a request is 1-800-638-7732.

ANNUITANT

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

ANNUITY UNIT VALUE

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

ASSUMED INVESTMENT RETURN (AIR)

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

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BENEFICIARY

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

CONTRACT

A Contract is the legal agreement between you and MetLife or between MetLife and the employer, plan trustee or other entity or the certificate issued to you under a group annuity contract. This document contains relevant provisions of your Deferred Annuity. MetLife issues Contracts for each of the annuities described in this Prospectus.

CONTRACT ANNIVERSARY

An anniversary of the date we issue the Deferred Annuity.

CONTRACT YEAR

The Contract Year for a Deferred Annuity is the one year period starting on the date we issue the Deferred Annuity and each Contract Anniversary thereafter. For the TSA Deferred Annuity issued to a plan subject to the Employee Retirement Income Security Act of 1974 ("TSA ERISA Deferred Annuity"), 457(b) and 403(a) Deferred Annuities, for convenience, Contract Year also refers to the one year period starting on the date the participant enrolls in the plan funded by the Deferred Annuity.

EXCHANGE

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

INVESTMENT DIVISION

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

METLIFE

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

SEPARATE ACCOUNT

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

VARIABLE ANNUITY

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

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WITHDRAWAL CHARGE

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

YOU

In this Prospectus, depending on the context, "you" is the owner of the Deferred Annuity or the participant or annuitant for whom money is invested under certain group arrangements. In cases where we are referring to giving instructions or making payments to us for 457(b), 403(a), TSA ERISA and certain TSA non-ERISA Deferred Annuities, "you" means the trustee or employer. Under 457(b), 403(a), and 403(b) plans where the participant or annuitant is permitted to choose among investment choices, "you" means the participant or annuitant who is giving us instructions about the investment choices.

<PAGE>

TABLE OF EXPENSES--METLIFE FINANCIAL FREEDOM SELECT DEFERRED ANNUITIES

The following tables describe the expenses you will pay when you buy, hold or withdraw amounts from your Deferred Annuity. The first table describes charges you will pay at the time you purchase the Deferred Annuity, make withdrawals from your Deferred Annuity or make transfers between the investment divisions. There are no fees for the Fixed Interest Account. The tables do not show premium and other taxes which may apply.

Contract Owner Transaction Expenses

<TABLE>

<S>	<C>
Sales Charge Imposed on Purchase Payments.......................	None
Withdrawal Charge (as a percentage of the amount withdrawn) (1).	Up to 3%

Transfer Fee (2)..	Current Charge: None Maximum Guaranteed Charge: $25

</TABLE>

/1/ A withdrawal charge may apply if you take a withdrawal from your Deferred Annuity. The charge on the amount withdrawn for each class is calculated according to the following schedule:

<TABLE>
<CAPTION>

IF WITHDRAWN DURING CONTRACT YEAR	e CLASS	e BONUS CLASS
<S>	<C>	<C>
1......................	None	3%
2......................		3%
3......................		3%
4......................		3%
5......................		3%
6......................		3%
7......................		3%
Thereafter.............		0%

</TABLE>

There are times when the withdrawal charge does not apply to amounts that are withdrawn from a Deferred Annuity. For example, after the first Contract Year, each year you may withdraw up to 10% of your Account Balance without a withdrawal charge. These withdrawals are made on a non-cumulative basis.

/2/ We reserve the right to limit transfers as described later in this Prospectus. We reserve the right to impose a transfer fee. The amount of this fee will be no greater than $25 per transfer.

The second table describes the fees and expenses that you will bear periodically during the time you hold the Deferred Annuity, but does not include fees and expenses for the Portfolios. You pay the Separate Account charge designated under the appropriate class for the Standard Death Benefit or the Optional Annual Step-Up Death Benefit.

<TABLE>
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Annual Contract Fee (3)................................	$30

</TABLE>

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Current Separate Account Charge (as a percentage of your Account Balance) for all investment divisions except the American Funds Growth-Income, American Funds Growth and American Funds Global Small Capitalization Divisions (4)	e CLASS	e BONUS CLASS (5)
Death Benefit	-------	-----------------
Standard Death Benefit..........................	0.50%	0.95%
Optional Annual Step-Up Death Benefit...........	0.60%	1.05%

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Current Separate Account Charge (as a percentage of your Account Balance) for the American Funds Growth-Income, American Funds Growth, American Funds Bond and American Funds Global Small Capitalization Divisions and maximum guaranteed Separate Account charge (as a percentage of your Account Balance) for all future investment divisions (4)	e CLASS	e BONUS CLASS (5)
Death Benefit	-------	-----------------
Standard Death Benefit..........................	0.75%	1.20%
Optional Annual Step-Up Death Benefit...........	0.85%	1.30%
Optional Guaranteed Minimum Income Benefit (6)............		0.70%

</TABLE>

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Optional Lifetime Withdrawal Guarantee Benefit (7)	Maximum Guaranteed Charge: 0.95%

</TABLE>

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<S><C>
Current Charge: 0.70%
</TABLE>

/3/ This fee may be waived under certain circumstances. This fee is waived if your Account Balance is at least $50,000 on the day the fee is deducted. The fee will be deducted on a pro-rata basis (determined based upon the number of complete months that have elapsed since the prior Contract Anniversary) if you take a total withdrawal of your Account Balance. This fee will not be deducted if you are on medical leave approved by your employer or called to active armed service duty at the time the fee is to be deducted and your employer has informed us of your status. During the pay-out phase we reserve the right to deduct this fee.

/4/ You pay the Separate Account charge with the Standard Death Benefit for your class of the Deferred Annuity during the pay-out phase of your Contract. Charges for optional benefits are those for a Deferred Annuity purchased after April 30, 2009. Different charges may have been in effect for prior time periods. We reserve the right to impose an additional Separate Account charge on investment divisions that we add to the Contract in the future. The additional amount will not exceed the annual rate of 0.25% of the average daily net assets in any such investment divisions, as shown in the table labeled "Current Separate Account Charge for American Funds investment divisions and maximum guaranteed Separate Account charge for all future investment divisions."

We are waiving 0.08% of the Separate Account charge for the investment division investing in the BlackRock Large-Cap Core Portfolio.

/5/ The Separate Account charge with the Standard Death Benefit for the e Bonus Class will be reduced by 0.45% to 0.50% (0.75% for amounts in the American Funds investment divisions) after you have held the Contract for seven years. Similarly, the Separate Account charge will be reduced by 0.45% to 0.60% for the Annual Step-Up Death Benefit (0.85% for amounts held in the American Funds investment divisions and for amounts held in the maximum guaranteed Separate Account charge investment divisions) after you have held the Contract for seven years.

/6/ The charge for the Guaranteed Minimum Income Benefit is a percentage of your guaranteed minimum income base, as defined later in this Prospectus, and is deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Interest Account balance (net of any outstanding loans) and Separate Account balance. (We take amounts from the Separate Account by canceling, if available, accumulation units from your Separate Account.) You do not pay this charge once you are in the pay-out phase of your Contract. Different charges for the Guaranteed Minimum Income Benefit were in effect prior to May 1, 2009.

/7/ The charge for the Lifetime Withdrawal Guarantee Benefit is a percentage of your Total Guaranteed Withdrawal Amount, as defined later in this Prospectus, and is deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Interest Account balance and Separate Account balance. (We take amounts from the Separate Account by canceling accumulation units from your Separate Account balance.) You do not pay this charge once you are in the payout phase of your Contract or after your rider terminates. If an Automatic Annual Step-Up occurs under a Lifetime Withdrawal Guarantee Benefit, we may increase the Lifetime Withdrawal Guarantee Benefit charge to then current charge, but no more than a maximum of 0.95%. Different charges for the Lifetime Withdrawal Guarantee Benefit were in effect prior to May 1, 2009. (See Lifetime Withdrawal Guarantee Benefit for more information.)

The third table shows the minimum and maximum total operating expenses charged by the Portfolios, as well as the operating expenses for each Portfolio, that you may bear periodically while you hold the Deferred Annuity. All the Portfolios listed below are Class B except for the Portfolios of the American Funds(R), which are Class 2 Portfolios, American Funds Balanced Allocation Portfolio, American Funds Growth Allocation Portfolio and American Funds Moderate Allocation Portfolio of the Met Investors Fund which are Class C Portfolios, and the Calvert Social Balanced Portfolio. More details concerning the Metropolitan Fund, the Calvert Fund, the Met Investors Fund and the American Funds(R) fees and expenses are contained in their respective prospectuses.

<TABLE>
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	Minimum*	Maximum
Total Annual Metropolitan Fund, Calvert Fund, Met Investors Fund and American Funds(R) Operating Expenses for the fiscal year ending December 31, 2007 (expenses that are deducted from these Funds' assets include management fees, distribution fees (12b-1 fees) and other expenses)	0.54%	1.34%
After Waiver and/or Reimbursement..................	0.53%	1.27%

</TABLE>

* Does not take into consideration any American Funds(R) Portfolio, for which an additional separate account charge applies.

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AMERICAN FUNDS(R)--CLASS 2 ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007
(as a percentage of average daily net assets)

	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**
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
American Funds Bond Fund.....................	0.40%	0.25%	0.01%	--	0.66%	--	0.66%
American Funds Global Small Capitalization Fund......................................	0.70%	0.25%	0.03%	--	0.98%	--	0.98%
American Funds Growth Fund...................	0.32%	0.25%	0.01%	--	0.58%	--	0.58%
American Funds Growth-Income Fund............	0.26%	0.25%	0.01%	--	0.52%	--	0.52%

</TABLE>

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CALVERT FUND ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007
(as a percentage of average daily net assets)

	DISTRIBUTION AND/OR		ACQUIRED FUND FEES	TOTAL ANNUAL	CONTRACTUAL FEE WAIVER AND/OR	NET TOTAL ANNUAL

	MANAGEMENT FEE	SERVICE (12B-1) FEES	OTHER EXPENSES	AND EXPENSES*	OPERATING EXPENSES	EXPENSE REIMBURSEMENT	OPERATING EXPENSES**
Social Balanced Portfolio....................	0.70%	--	0.20%	--	0.90%	--	0.90%

</TABLE>

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MET INVESTORS FUND ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007
(as a percentage of average daily net assets)

	MANAGEMENT FEE	DISTRIBUTION AND/OR SERVICE (12B-1) FEES	OTHER EXPENSES	ACQUIRED FUND FEES AND EXPENSES*	TOTAL ANNUAL OPERATING EXPENSES	CONTRACTUAL FEE WAIVER AND/OR EXPENSE REIMBURSEMENT	NET TOTAL ANNUAL OPERATING EXPENSES**
American Funds Balanced Allocation Portfolio--Class C........................	0.10%	0.55%	0.15%	0.39%	1.19%	0.15%	1.04%/1/
American Funds Growth Allocation Portfolio--Class C........................	0.10%	0.55%	0.19%	0.36%	1.20%	0.19%	1.01%/2/
American Funds Moderate Allocation Portfolio--Class C........................	0.10%	0.55%	0.26%	0.41%	1.32%	0.26%	1.06%/3/
BlackRock Large Cap Core Portfolio--Class B..	0.58%	0.25%	0.06%	--	0.89%	--	0.89%
Clarion Global Real Estate Portfolio--Class B	0.61%	0.25%	0.04%	--	0.90%	--	0.90%
Cyclical Growth and Income ETF Portfolio--Class B........................	0.45%	0.25%	0.09%	0.23%	1.02%	--	1.02%/4/
Cyclical Growth ETF Portfolio--Class B.......	0.45%	0.25%	0.08%	0.24%	1.02%	--	1.02%/5/
Harris Oakmark International Portfolio--Class B........................	0.77%	0.25%	0.08%	--	1.10%	--	1.10%
Janus Forty Portfolio--Class B...............	0.65%	0.25%	0.06%	--	0.96%	--	0.96%
Lazard Mid Cap Portfolio--Class B............	0.69%	0.25%	0.06%	--	1.00%	--	1.00%
Lord Abbett Bond Debenture Portfolio--Class B	0.49%	0.25%	0.04%	--	0.78%	--	0.78%
Met/AIM Small Cap Growth Portfolio--Class B..	0.86%	0.25%	0.06%	--	1.17%	--	1.17%
Met/Franklin Income Portfolio--Class B.......	0.80%	0.25%	0.29%	--	1.34%	0.19%	1.15%/6/
Met/Franklin Mutual Shares Portfolio--Class B	0.80%	0.25%	0.29%	--	1.34%	0.19%	1.15%/7/
Met/Franklin Templeton Founding Strategy Portfolio--Class B........................	0.05%	0.25%	0.15%	0.87%	1.32%	0.15%	1.17%/8/
Met/Templeton Growth Portfolio--Class B......	0.70%	0.25%	0.34%	--	1.29%	0.24%	1.05%/9/
MFS(R) Research International Portfolio --							

Class B....................................	0.70%	0.25%	0.09%	--	1.04%	--	1.04%
Oppenheimer Capital Appreciation Portfolio -- Class B................................	0.58%	0.25%	0.06%	--	0.89%	--	0.89%

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MET INVESTORS FUND ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007
(as a percentage of average daily net assets)

	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**
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
PIMCO Inflation Protected Bond Portfolio--Class B........................	0.50%	0.25%	0.05%	--	0.80%	--	0.80%
PIMCO Total Return Portfolio--Class B........	0.48%	0.25%	0.04%	--	0.77%	--	0.77%/10/
RCM Technology Portfolio--Class B............	0.88%	0.25%	0.14%	--	1.27%	--	1.27%
T. Rowe Price Mid Cap Growth Portfolio--Class B........................	0.75%	0.25%	0.05%	--	1.05%	--	1.05%
Third Avenue Small Cap Value Portfolio--Class B........................	0.73%	0.25%	0.03%	--	1.01%	--	1.01%

</TABLE>

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METROPOLITAN FUND--CLASS B ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007
(as a percentage of average daily net assets)

	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**

<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
BlackRock Bond Income Portfolio..............	0.38%	0.25%	0.06%	--	0.69%	0.01%	0.68%/11/
BlackRock Large Cap Value Portfolio..........	0.68%	0.25%	0.06%	--	0.99%	--	0.99%
BlackRock Legacy Large Cap Growth Portfolio..	0.73%	0.25%	0.06%	--	1.04%	--	1.04%
BlackRock Strategic Value Portfolio..........	0.82%	0.25%	0.06%	--	1.13%	--	1.13%
Davis Venture Value Portfolio................	0.69%	0.25%	0.04%	--	0.98%	--	0.98%
FI Large Cap Portfolio.......................	0.77%	0.25%	0.07%	--	1.09%	--	1.09%
FI Mid Cap Opportunities Portfolio...........	0.68%	0.25%	0.05%	--	0.98%	--	0.98%
FI Value Leaders Portfolio...................	0.64%	0.25%	0.07%	--	0.96%	--	0.96%
Franklin Templeton Small Cap Growth Portfolio	0.90%	0.25%	0.11%	--	1.26%	--	1.26%
Harris Oakmark Focused Value Portfolio.......	0.72%	0.25%	0.04%	--	1.01%	--	1.01%
Lehman Brothers(R) Aggregate Bond Index Portfolio..................................	0.25%	0.25%	0.05%	--	0.55%	0.01%	0.54%/13/
Loomis Sayles Small Cap Portfolio............	0.90%	0.25%	0.05%	--	1.20%	0.05%	1.15%/14/
MetLife Aggressive Allocation Portfolio......	0.10%	0.25%	0.04%	0.73%	1.12%	0.04%	1.08%/15/
MetLife Conservative Allocation Portfolio....	0.10%	0.25%	0.05%	0.59%	0.99%	0.05%	0.94%/16/
MetLife Conservative to Moderate Allocation Portfolio..................................	0.10%	0.25%	0.01%	0.64%	1.00%	0.01%	0.99%/17/
MetLife Mid Cap Stock Index Portfolio........	0.25%	0.25%	0.07%	0.01%	0.58%	0.01%	0.57%/18/
MetLife Moderate Allocation Portfolio........	0.08%	0.25%	0.01%	0.67%	1.01%	--	1.01%/19/
MetLife Moderate to Aggressive Allocation Portfolio..................................	0.08%	0.25%	0.01%	0.70%	1.04%	--	1.04%/20/
MetLife Stock Index Portfolio................	0.25%	0.25%	0.04%	--	0.54%	0.01%	0.53%/21/
MFS(R) Total Return Portfolio................	0.53%	0.25%	0.05%	--	0.83%	--	0.83%
MFS(R) Value Portfolio.......................	0.72%	0.25%	0.05%	--	1.02%	0.07%	0.95%/22/
Morgan Stanley EAFE(R) Index Portfolio.......	0.30%	0.25%	0.12%	0.01%	0.68%	0.01%	0.67%/23/

</TABLE>

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METROPOLITAN FUND--CLASS B ANNUAL EXPENSES FOR FISCAL YEAR ENDING DECEMBER 31, 2007
(as a percentage of average daily net assets)

DISTRIBUTION ACQUIRED TOTAL CONTRACTUAL FEE NET TOTAL

	MANAGEMENT FEE	AND/OR SERVICE (12B-1) FEES	OTHER EXPENSES	FUND FEES AND EXPENSES*	ANNUAL OPERATING EXPENSES	WAIVER AND/OR EXPENSE REIMBURSEMENT	ANNUAL OPERATING EXPENSES**
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Neuberger Berman Mid Cap Value Portfolio........................	0.64%	0.25%	0.05%	--	0.94%	--	0.94%
Russell 2000(R) Index Portfolio....	0.25%	0.25%	0.07%	0.01%	0.58%	0.01%	0.57%/24/
T. Rowe Price Large Cap Growth Portfolio........................	0.60%	0.25%	0.07%	--	0.92%	--	0.92%
T. Rowe Price Small Cap Growth Portfolio........................	0.51%	0.25%	0.08%	--	0.84%	--	0.84%
Western Asset Management Strategic Bond Opportunities Portfolio.....	0.61%	0.25%	0.05%	--	0.91%	--	0.91%
Western Asset Management U.S. Government Portfolio.............	0.49%	0.25%	0.05%	--	0.79%	--	0.79%

</TABLE>

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

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

++Fees and expenses of this Portfolio are based on the Portfolio's fiscal year ended October 31, 2007.

++++Fees and expenses of this Portfolio are based on the Portfolio's fiscal year ended January 31, 2008.

/1/ The Portfolio is a "fund of funds" that invests substantially all of its assets in portfolios of the American Funds Insurance Series(R). Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. The estimated expenses of the underlying portfolios are based upon the weighted average of the total operating expenses of the underlying portfolios before expense waivers allocated to the portfolios at December 31, 2007. The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.10%, excluding 12b-1 fees and acquired fund fees and expenses.

/2/ The Portfolio is a "fund of funds" that invests substantially all of its assets in portfolios of the American Funds Insurance Series(R). Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. The estimated expenses of the underlying portfolios are based upon the weighted average of the total operating expenses of the underlying portfolios before expense waivers allocated to the portfolios at December 31, 2007. The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.10%, excluding 12b-1 fees and acquired fund fees and expenses.

/3/ The Portfolio is a "fund of funds" that invests substantially all of its assets in portfolios of the American Funds Insurance Series(R). Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. The estimated expenses of the underlying portfolios are based upon the weighted average of the total operating expenses of the underlying portfolios before expense waivers allocated to the portfolios at December 31, 2007. The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.10%, excluding 12b-1 fees and acquired fund fees and expenses.

/4/ The Portfolio primarily invests its assets in other investment companies known as exchange-traded funds ("underlying ETFs"). As an investor in an underlying ETF or other investment company, the Portfolio will bear its pro rata portion of the operating expenses of the underlying ETF or other investment company, including the management fee.

/5/ The Portfolio primarily invests its assets in other investment companies known as exchange-traded funds ("underlying ETFs"). As an investor in an underlying ETF or other investment company, the Portfolio will bear its pro rata portion of the operating expenses of the underlying ETF or other investment company, including the management fee.

/6/ The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.90%, excluding 12b-1 fees.

/7/ The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.90%, excluding 12b-1 fees.

/8/ The Portfolio is a "fund of funds" that invests equally in three other portfolios of the Met Investors Series Trust: the Met/Franklin Income Portfolio, the Met/Franklin Mutual Shares Portfolio and the Met/Templeton Growth Portfolio. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. The expenses of the underlying portfolios are based upon the weighted average of the estimated total operating expenses of the underlying portfolios after expense waivers allocated to the underlying portfolios for the year ending December 31, 2008. The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.05%, excluding 12b-1 fees and acquired fund fees and expenses.

/9/ The fees and expenses of the Portfolio are estimated for the year ending December 31, 2008. Met Investors Advisory, LLC has contractually agreed, for the period April 28, 2008 to April 30, 2009, to limit its fee and reimburse expenses to the extent necessary to limit total operating expenses to 0.80%, excluding 12b-1 fees.

/10/The Management Fee has been restated to reflect an amended management fee agreement, as if the agreement had been in effect during the preceding fiscal year.

/11/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to the annual rate of 0.325% for the amounts over $1 billion but less than $2 billion.

/13/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.244%.

/14/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio by 0.05%.

/15/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/16/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/17/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/18/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.243%.

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/19/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/20/The Portfolio is a "fund of funds" that invests substantially all of its assets in other portfolios of the Metropolitan Series Fund, Inc. and the Met Investors Series Trust. Because the Portfolio invests in other underlying portfolios, the Portfolio will bear its pro rata portion of the operating expenses of the underlying portfolios in which it invests, including the management fee. MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to waive fees or pay all expenses (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) so as to limit the net operating expenses of the Portfolio (other than acquired fund fees and expenses, brokerage costs, taxes, interest and any extraordinary expenses) to 0.10% for the Class A shares, 0.35% for the Class B shares and 0.25% for the Class E shares.

/21/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.243%.

/22/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to the annual rate of 0.65% for the first $1.25 billion of the Portfolio's average daily net assets, 0.60% for the next $250 million and 0.50% for amounts over $1.5 billion.

/23/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.293%.

/24/MetLife Advisers, LLC has contractually agreed, for the period April 28, 2008 through April 30, 2009, to reduce the Management Fee for each Class of the Portfolio to 0.243%.

EXAMPLES

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

Examples 1 and 2 assume you purchased the Contract with optional benefits that resulted in the highest possible combination of charges.

Examples 3 and 4 assume you purchased the Contract with no optional benefits that resulted in the least expensive combination of charges.

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

- your Account balance is $16,000 (for purposes of determining the impact of the Annual Contract Fee);
- there was no allocation to the Fixed Interest Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);
- you select the e Class;
- the underlying Portfolio earns a 5% annual return;
- you select the Annual Step-Up Death Benefit; and
- you select the Lifetime Withdrawal Guarantee Benefit.

You fully surrender your Contract, you elect to annuitize (select an income payment type under which you receive income payments over your lifetime) or you do not elect to annuitize (no withdrawal charges apply to the e Class).

<TABLE>
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	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum.	$315	$973	$1,668	$3,584
Minimum.	$235	$731	$1,263	$2,772

</TABLE>

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

- your Account balance is $16,000 (for purposes of determining the

impact of the Annual Contract Fee);
- there was no allocation to the Fixed Interest Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);
- you select the e Bonus Class;
- the underlying Portfolio earns a 5% annual return;
- you select the Annual Step-Up Death Benefit; and
- you select the Lifetime Withdrawal Guarantee Benefit.

You fully surrender your Contract with applicable withdrawal charges deducted.

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum.	$664	$1,388	$2,176	$4,010
Minimum.	$587	$1,155	$1,792	$3,238

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

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum.	$360	$1,107	$1,889	$4,010
Minimum.	$280	$ 868	$1,493	$3,238

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

Assumptions:

- your total Account Balance is $16,000 (for purposes of determining the impact of the Annual Contract Fee);
- there was no allocation to the Fixed Interest Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);
- you select the e Class; and
- the underlying Portfolio earns a 5% annual return.

You fully surrender your Contract, you elect to annuitize (select on income payment type under which you receive payments over your lifetime) or you do not elect to annuitize (no withdrawal charges apply to the e Class).

	1 YEAR	3 YEARS	5 YEARS	10 YEARS
Maximum	$206	$635	$1,090	$2,346
Minimum	$125	$389	$ 673	$1,481

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

Assumptions:

- your total Account Balance is $16,000 (for purposes of determining the impact of the Annual Contract Fee);
- there was no allocation to the Fixed Interest Account;
- you bear the minimum or maximum fees and expenses of any of the Portfolios (without reimbursement and/or waiver of expenses);
- you select the e Bonus Class; and
- the underlying Portfolio earns a 5% annual return.

You surrender your Contract with applicable charges deducted.

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	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum...	$558	$1,061	$1,621	$2,800
Minimum...	$480	$825	$1,226	$1,977

</TABLE>

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

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	1 YEAR	3 YEARS	5 YEARS	10 YEARS
<S>	<C>	<C>	<C>	<C>
Maximum...	$251	$771	$1,316	$2,800
Minimum...	$170	$528	$ 910	$1,977

</TABLE>

ACCUMULATION UNIT VALUES FOR EACH INVESTMENT DIVISION

S see Appendix III

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METLIFE

Metropolitan Life Insurance Company ("MetLife" or the "Company") is a wholly-owned subsidiary of MetLife, Inc. (NYSE: MET). MetLife's home office is located at 200 Park Avenue, New York, New York 10166-0188. MetLife was formed under the laws of New York State in 1868. MetLife, Inc. is a leading provider of insurance and financial services with operations throughout the United States and the Latin America, Europe and Asia Pacific regions. Through its domestic and international subsidiaries and affiliates, MetLife, Inc. reaches more than 70 million customers around the world and MetLife is the largest life insurer in the United States (based on life insurance in-force). The MetLife Companies offer life insurance, annuities, auto and home insurance, retail banking and other financial services to individuals, as well as group insurance, reinsurance and retirement & savings products and services to corporations and other institutions. For more information please visit www.metlife.com.

METROPOLITAN LIFE

SEPARATE ACCOUNT E

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

The Separate Account's assets are solely for the benefit of those who invest in the Separate Account and no one else, including our creditors. We are obligated to pay all money we owe under the Deferred Annuities even if that amount exceeds the assets in the Separate Account. Any such amount that exceeds the assets in the Separate Account is paid from our general account. Any such amount under the Optional Annual Step-Up Death Benefit, Guaranteed Minimum Income Benefit and Lifetime Withdrawal Guarantee Benefit that exceeds the assets in the Separate Account are also paid from our general account. Benefit amounts paid from the general account are subject to the financial strength and claims paying ability of the Company. The assets of the Separate Account are held in our name on behalf of the Separate Account and legally belong to us. All the income, gains, and losses (realized or unrealized) resulting from these assets are credited to or charged against the Contracts issued from this Separate Account without regard to our other business.

VARIABLE ANNUITIES

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

The Deferred Annuities have a fixed interest rate option called the "Fixed Interest Account." The Fixed Interest Account is not available to all contract owners. The Fixed Interest Account offers an interest rate that is guaranteed by us (the current minimum rate on the Fixed Interest Account is 3% but may be lower based on your state and issue date and, therefore, may be lower for certain Contracts). The Fixed Interest Account is not available with a Deferred Annuity issued in New York State with the optional Guaranteed Minimum Income Benefit. The variable pay-out options under the

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Deferred Annuities have a fixed payment option called the "Fixed Income Option." Under the Fixed Income Option, we guarantee the amount of your fixed income payments. These fixed options are not described in this Prospectus although we occasionally refer to them.

REPLACEMENT OF ANNUITY CONTRACTS

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

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

THE DEFERRED ANNUITY

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

All TSA plans (ERISA and non-ERISA), IRAs (including SEPs and SIMPLE IRAs), 457(b) plans and 403(a) arrangements receive tax deferral under the Internal Revenue Code. There are no additional tax benefits from funding TSA ERISA or non-ERISA plans, IRAs (including SEPs and SIMPLE IRAs), 457(b) plans and 403(a) arrangements with a Deferred Annuity. Therefore, there should be reasons other than tax deferral for acquiring the Deferred Annuity, such as the availability of a guaranteed income for life, the death benefits or the other optional benefits available under this Deferred Annuity.

Because the Contract proceeds must be distributed within the time periods required by the federal Internal Revenue Code, the right of a spouse to continue the Contract, and all Contract provisions relating to spousal continuation, if any, are available only to a person who is defined as a "spouse" under the federal Defense of Marriage Act, or any other applicable federal law.

A Deferred Annuity consists of two phases: the accumulation or "pay-in" phase and the income or "pay-out" phase. The pay-out phase begins when you either take all of your money out of the account or elect income payments using the money

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in your account. The number and the amount of the income payments you receive will depend on such things as the type of pay-out option you choose, your investment choices, and the amount used to provide your income payments. Because Deferred Annuities offer the insurance benefit of income payment options, including our guarantee of income for your lifetime, they are "annuities."

The Deferred Annuity is offered in this Prospectus in two variations, which we call "classes." Your employer, association or other group contract holder may limit the availability of certain classes. If available, only the e Class is available to the 457(b) Deferred Annuity issued to state and local governments in New York State. We also offer other classes of the Deferred Annuity. Each has its own Separate Account charge and applicable withdrawal charge (except e Class which has no withdrawal charge). The Deferred Annuity also offers you the opportunity to choose optional benefits, each for a charge in addition to the Separate Account charge with the Standard Death Benefit for that class. If you purchase the optional death benefit you receive the optional benefit in place of the Standard Death Benefit. In deciding what class of the Deferred Annuity to purchase, you should consider the amount of Separate Account and withdrawal charges you are willing to bear relative to your needs. In deciding whether to purchase the optional benefits, you should consider the desirability of the benefit relative to its additional cost and to your needs. Unless you tell us otherwise, we will assume that you are purchasing the e Class Deferred Annuity with the Standard Death Benefit and no optional benefits. These optional benefits are:

- an Annual Step-Up Death Benefit;
- Guaranteed Minimum Income Benefit; and
- a Lifetime Withdrawal Guarantee Benefit.

Each of these optional benefits is described in more detail later in this Prospectus. Optional benefits may not be available in all states.

We make available other classes of the Deferred Annuity based upon the characteristics of the group. Such characteristics include, but are not limited to, the nature of the group, size, aggregate amount of anticipated purchase payments or anticipated persistency. The availability of other classes to contract owners will be made in a reasonable manner and will not be unfairly discriminatory to the interests of any contract owner.

CLASSES OF THE DEFERRED ANNUITY

E CLASS

The e Class has a 0.50% annual Separate Account charge (0.75% in the case of each American Funds investment division) and no withdrawal charge. If you choose the optional death benefit, the Separate Account charge would be 0.60%, or in the case of each American Funds investment division, 0.85%.

THE E BONUS CLASS

You may purchase a Contract in the e Bonus Class before your 81st birthday. The e Bonus Class is not available to the 457(b) Deferred Annuity issued to state and local governments in New York State. Under the e Bonus Class Deferred Annuity, we currently credit 3% to each of your purchase payments made during the first Contract Year, except for those purchase payments which consist of money from eligible rollover distributions or direct transfers from annuities and mutual funds that are products of MetLife or its affiliates. (For Deferred Annuities issued in Connecticut and certain other states, the credit also applies to purchase payments which consist of money from eligible rollover distributions or direct transfers from annuities or mutual funds that are products of MetLife or its affiliates.) You may only receive the 3% credit if you are less than 66 years old at date of issue. The Bonus will be applied on a pro-rata basis to the Fixed Interest Account, if available,

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and the investment divisions of the Separate Account based upon your allocation for your purchase payments at the time the purchase payment is credited. The e Bonus Class may not be available in all states. The e Bonus Class has a 0.95% annual Separate Account charge (1.20% in the case of each American Funds investment division) and a seven year withdrawal charge on the amount withdrawn. The Separate Account charge with the Standard Death Benefit declines 0.45% to 0.50% (0.75% in the case of each American Funds investment division) after you have held the Contract for seven years. If you choose the optional death benefit, the Separate Account charge would be 1.05% or, in the case of each American Funds investment division, 1.30%. The Separate Account charge with the Annual Step-Up Death Benefit declines 0.45% to 0.60% (0.85% in the case of each American Funds investment division) after you have held the Contract for seven years.

Investment returns for the e Bonus Class Deferred Annuity may be lower than those for the e Class Deferred Annuity if Separate Account investment performance is not sufficiently high to offset increased Separate Account charges for the e Bonus Class Deferred Annuity. (If the Fixed Interest Account is available, Fixed Interest Account rates for the e Bonus Class may be lower than those declared for the other classes.) Therefore, the choice between the e Bonus Class and the e Class Deferred Annuity is a judgment as to whether a higher Separate Account charge with a 3% credit is more advantageous than a lower Separate Account charge without the 3% credit.

There is no guarantee that the e Bonus Class Deferred Annuity will have higher returns than the e Class Deferred Annuity, the other classes of the Deferred Annuity, similar contracts without a bonus or any other investment. The Bonus will be credited only to purchase payments made during the first Contract Year, while the additional Separate Account charge of 0.45% for the Bonus will be assessed on all amounts in the Separate Account for the first seven years.

The following table demonstrates contract values based upon hypothetical investment returns for a Deferred Annuity with the 3% credit (with and without the impact of a withdrawal charge) compared to a Contract without the Bonus. Both Deferred Annuities are assumed to have no optional benefits. The figures are based on:

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

b) deduction of the Separate Account charge at a rate of 0.95% (0.50% in years 8-10) (e Bonus Class Deferred Annuity) and 0.50% (e Class Deferred Annuity);

c) deduction of a withdrawal charge at a rate of 3% in years 1-7 with 10% of the Account Balance free of such charge in years 2 through 7 (none in years 8-10) (e Bonus Class Deferred Annuity) and none (e Class Deferred Annuity); and

d) an assumed investment return for the investment choices before Separate Account charges of 7.30% for each of 10 years.

<TABLE>
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Contract Year	e Bonus Class (0.95% Separate Account charge for first 7 years)	e Bonus Class (0.95% Separate Account charge and 3% withdrawal charge for first 7 years with 10% of the Account Balance free of such charge in years 2 through 7)	e Class (0.50% Separate Account charge and no withdrawal charge all years)
<S>	<C>	<C>	<C>
1	$54,770	$53,127	$53,400
2	$58,248	$56,675	$57,031
3	$61,947	$60,274	$60,909
4	$65,881	$64,102	$65,051
5	$70,064	$68,172	$69,475
6	$74,513	$72,501	$74,199
7	$79,245	$77,105	$79,244
8	$84,633	$84,633	$84,633
9	$90,388	$90,388	$90,388
10	$96,535	$96,535	$96,534

</TABLE>

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Generally, assuming no amounts are withdrawn, the higher the rate of return, the more advantageous the e Bonus Class is. The table above assumes no additional purchase payments are made after the first Contract Anniversary. Assuming no amounts are withdrawn, if additional purchase payments were made to the Deferred Annuity, the rate of return would have to be higher in order to "break-even" by the end of the seventh year.

The decision to elect the e Bonus Class is irrevocable. We may make a profit from the additional Separate Account charge and the withdrawal charge.

The guaranteed annuity rates for the e Bonus Class are the same as those for the e Class of the Deferred Annuity. Current rates for the e Bonus Class may be lower than those for the e Class of the Deferred Annuity.

For the TSA Deferred Annuity, any 3% credit does not become yours until after the "free look" period; we retrieve it if you exercise the "free look". Your exercise of the "free look" is the only circumstance under which the 3% credit will be retrieved (commonly called "recapture"). We then will refund either your purchase payments or Account Balance, depending upon your state law. In the case of a refund of Account Balance, the refunded amount will include any investment performance on amounts attributable to the 3% credit. If there have been any losses from the investment performance on the amounts attributable to the 3% credit, we will bear that loss.

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YOUR INVESTMENT CHOICES

The Metropolitan Fund, the Calvert Fund, the Met Investors Fund and the American Funds(R) and each of their Portfolios are more fully described in their respective prospectuses and SAIs. The SAIs are available upon your request. The Metropolitan Fund, the Calvert Fund, the Met Investors Fund and the American Funds(R) prospectuses are attached at the end of this Prospectus. You should read these prospectuses carefully before making purchase payments to the investment divisions. Except for the Calvert Fund, all classes of shares available to the Deferred Annuities have a 12b-1 Plan fee.

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

METROPOLITAN FUND ASSET ALLOCATION PORTFOLIOS

The MetLife Conservative Allocation Portfolio, the MetLife Conservative to Moderate Allocation Portfolio, the MetLife Moderate Allocation Portfolio, the MetLife Moderate to Aggressive Allocation Portfolio and the MetLife Aggressive Allocation Portfolio, also known as the "asset allocation portfolios", are "fund of funds" Portfolios that invest substantially all of their assets in other Portfolios of the Metropolitan Fund or the Met Investors Fund. Therefore, each of these asset allocation portfolios will bear its pro-rata share of the fees and expenses incurred by the underlying Portfolios in which it invests in addition to its own management fees and expenses. This will reduce the investment return of each of the asset allocation portfolios. The expense levels will vary over time, depending on the mix of underlying Portfolios in which the asset allocation portfolio invests. Contract owners may be able to realize lower aggregate expenses by investing directly in the underlying Portfolios instead of investing in the asset allocation portfolios. A contract owner who chooses to invest directly in the underlying Portfolios would not, however, receive asset allocation services provided by MetLife Advisers.

MET INVESTORS FUND ASSET ALLOCATION PORTFOLIOS

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

MET/FRANKLIN TEMPLETON FOUNDING STRATEGY PORTFOLIO

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

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EXCHANGE-TRADED FUNDS PORTFOLIOS

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

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FUNDING OPTION	INVESTMENT OBJECTIVE	INVESTMENT MANAGER/ SUB-INVESTMENT MANAGER
	AMERICAN FUNDS(R)	
AMERICAN FUNDS BOND FUND	SEEKS TO MAXIMIZE CURRENT INCOME AND PRESERVE CAPITAL BY INVESTING PRIMARILY IN FIXED-INCOME SECURITIES.	CAPITAL RESEARCH AND MANAGEMENT COMPANY
AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION FUND	SEEKS CAPITAL APPRECIATION THROUGH STOCKS.	CAPITAL RESEARCH AND MANAGEMENT COMPANY
AMERICAN FUNDS GROWTH FUND	SEEKS CAPITAL APPRECIATION THROUGH STOCKS.	CAPITAL RESEARCH AND MANAGEMENT COMPANY
AMERICAN FUNDS GROWTH-INCOME FUND	SEEKS BOTH CAPITAL APPRECIATION AND INCOME.	CAPITAL RESEARCH AND MANAGEMENT COMPANY
	CALVERT FUNDS	
SOCIAL BALANCED PORTFOLIO	SEEKS TO ACHIEVE A COMPETITIVE TOTAL RETURN THROUGH AN ACTIVELY MANAGED PORTFOLIO OF STOCKS, BONDS AND MONEY MARKET INSTRUMENTS WHICH OFFER INCOME AND CAPITAL GROWTH OPPORTUNITY AND WHICH SATISFY THE INVESTMENT AND SOCIAL CRITERIA.	CALVERT ASSET MANAGEMENT COMPANY, INC. SUB-INVESTMENT MANAGER: NEW AMSTERDAM PARTNERS LLC AND SSGA FUNDS MANAGEMENT, INC. MANAGE THE EQUITY PORTION. CALVERT ASSET MANAGEMENT COMPANY, INC. MANAGES THE FIXED INCOME PORTION AND DETERMINES THE OVERALL ASSET CLASS MIX FOR THE PORTFOLIO.
	MET INVESTORS FUND	
AMERICAN FUNDS BALANCED ALLOCATION PORTFOLIO	SEEKS A BALANCE BETWEEN A HIGH LEVEL OF CURRENT INCOME AND GROWTH OF CAPITAL WITH A GREATER EMPHASIS ON GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: MET INVESTORS ADVISORY, LLC
AMERICAN FUNDS GROWTH ALLOCATION PORTFOLIO	SEEKS GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: MET INVESTORS ADVISORY, LLC
AMERICAN FUNDS MODERATE ALLOCATION PORTFOLIO	SEEKS A HIGH TOTAL RETURN IN THE FORM OF INCOME AND GROWTH OF CAPITAL, WITH A GREATER EMPHASIS ON INCOME.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: MET INVESTORS ADVISORY, LLC
BLACKROCK LARGE CAP CORE PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC
CLARION GLOBAL REAL ESTATE PORTFOLIO	SEEKS TO PROVIDE TOTAL RETURN THROUGH INVESTMENT IN REAL ESTATE SECURITIES, EMPHASIZING BOTH CAPITAL APPRECIATION AND CURRENT INCOME.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: ING CLARION REAL ESTATE SECURITIES, L.P.

CYCLICAL GROWTH AND INCOME ETF PORTFOLIO	SEEKS GROWTH OF CAPITAL AND INCOME.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: GALLATIN ASSET MANAGEMENT, INC.
CYCLICAL GROWTH ETF PORTFOLIO	SEEKS GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: GALLATIN ASSET MANAGEMENT, INC.
HARRIS OAKMARK INTERNATIONAL PORTFOLIO	SEEKS LONG-TERM CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: HARRIS ASSOCIATES L.P.

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FUNDING OPTION	INVESTMENT OBJECTIVE	INVESTMENT MANAGER/ SUB-INVESTMENT MANAGER
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JANUS FORTY PORTFOLIO	SEEKS CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: JANUS CAPITAL MANAGEMENT LLC
LAZARD MID CAP PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: LAZARD ASSET MANAGEMENT LLC
LORD ABBETT BOND DEBENTURE PORTFOLIO	SEEKS HIGH CURRENT INCOME AND THE OPPORTUNITY FOR CAPITAL APPRECIATION TO PRODUCE A HIGH TOTAL RETURN.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: LORD, ABBETT & CO. LLC
MET/AIM SMALL CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: INVESCO AIM CAPITAL MANAGEMENT, INC.
MET/FRANKLIN INCOME PORTFOLIO	SEEKS TO MAXIMIZE INCOME WHILE MAINTAINING PROSPECTS FOR CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: FRANKLIN ADVISERS, INC.
MET/FRANKLIN MUTUAL SHARES PORTFOLIO	SEEKS CAPITAL APPRECIATION, WHICH MAY OCCASIONALLY BE SHORT-TERM. THE PORTFOLIO'S SECONDARY INVESTMENT OBJECTIVE IS INCOME.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: FRANKLIN MUTUAL ADVISERS, LLC
MET/FRANKLIN TEMPLETON FOUNDING STRATEGY PORTFOLIO	PRIMARILY SEEKS CAPITAL APPRECIATION AND SECONDARILY SEEKS INCOME.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: MET INVESTORS ADVISORY, LLC
MET/TEMPLETON GROWTH	SEEKS LONG-TERM CAPITAL GROWTH.	MET INVESTORS ADVISORY, LLC

PORTFOLIO		SUB-INVESTMENT MANAGER: TEMPLETON GLOBAL ADVISORS LIMITED
MFS(R) RESEARCH INTERNATIONAL PORTFOLIO	SEEKS CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: MASSACHUSETTS FINANCIAL SERVICES COMPANY
OPPENHEIMER CAPITAL APPRECIATION PORTFOLIO	SEEKS CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: OPPENHEIMERFUNDS, INC.
PIMCO INFLATION PROTECTED BOND PORTFOLIO	SEEKS TO PROVIDE MAXIMUM REAL RETURN, CONSISTENT WITH PRESERVATION OF CAPITAL AND PRUDENT INVESTMENT MANAGEMENT.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: PACIFIC INVESTMENT MANAGEMENT COMPANY LLC
PIMCO TOTAL RETURN PORTFOLIO	SEEKS MAXIMUM TOTAL RETURN, CONSISTENT WITH THE PRESERVATION OF CAPITAL AND PRUDENT INVESTMENT MANAGEMENT.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: PACIFIC INVESTMENT MANAGEMENT COMPANY LLC
RCM TECHNOLOGY PORTFOLIO	SEEKS CAPITAL APPRECIATION; NO CONSIDERATION IS GIVEN TO INCOME.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: RCM CAPITAL MANAGEMENT LLC
T. ROWE PRICE MID CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: T. ROWE PRICE ASSOCIATES, INC.
THIRD AVENUE SMALL CAP VALUE PORTFOLIO	SEEKS LONG-TERM CAPITAL APPRECIATION.	MET INVESTORS ADVISORY, LLC SUB-INVESTMENT MANAGER: THIRD AVENUE MANAGEMENT LLC
	METROPOLITAN FUND	
BLACKROCK BOND INCOME PORTFOLIO	SEEKS A COMPETITIVE TOTAL RETURN PRIMARILY FROM INVESTING IN FIXED-INCOME SECURITIES.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC
BLACKROCK LARGE CAP VALUE PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC
BLACKROCK LEGACY LARGE CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC

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INVESTMENT MANAGER/ SUB-INVESTMENT

FUNDING OPTION	INVESTMENT OBJECTIVE	MANAGER
BLACKROCK STRATEGIC VALUE PORTFOLIO	SEEKS HIGH TOTAL RETURN, CONSISTING PRINCIPALLY OF CAPITAL APPRECIATION.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: BLACKROCK ADVISORS, LLC
DAVIS VENTURE VALUE PORTFOLIO	SEEKS GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: DAVIS SELECTED ADVISERS, L.P.
FI LARGE CAP PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: PYRAMIS GLOBAL ADVISORS, LLC
FI MID CAP OPPORTUNITIES PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: PYRAMIS GLOBAL ADVISORS, LLC
FI VALUE LEADERS PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: PYRAMIS GLOBAL ADVISORS, LLC
FRANKLIN TEMPLETON SMALL CAP GROWTH PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: FRANKLIN ADVISERS, INC.
HARRIS OAKMARK FOCUSED VALUE PORTFOLIO	SEEKS LONG-TERM CAPITAL APPRECIATION.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: HARRIS ASSOCIATES L.P.
LEHMAN BROTHERS(R) AGGREGATE BOND INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE LEHMAN BROTHERS(R) AGGREGATE BOND INDEX.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC
LOOMIS SAYLES SMALL CAP PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH FROM INVESTMENTS IN COMMON STOCKS OR OTHER EQUITY SECURITIES.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: LOOMIS, SAYLES & COMPANY, L.P.
METLIFE AGGRESSIVE ALLOCATION PORTFOLIO	SEEKS GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC
METLIFE CONSERVATIVE ALLOCATION PORTFOLIO	SEEKS HIGH LEVEL OF CURRENT INCOME, WITH GROWTH OF CAPITAL AS A SECONDARY OBJECTIVE.	METLIFE ADVISERS, LLC
METLIFE CONSERVATIVE TO MODERATE ALLOCATION PORTFOLIO	SEEKS HIGH TOTAL RETURN IN THE FORM OF INCOME AND GROWTH OF CAPITAL, WITH A GREATER EMPHASIS ON INCOME.	METLIFE ADVISERS, LLC
METLIFE MID CAP STOCK INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE STANDARD & POOR'S MID CAP 400(R) COMPOSITE STOCK PRICE INDEX.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC
METLIFE MODERATE ALLOCATION PORTFOLIO	SEEKS A BALANCE BETWEEN A HIGH LEVEL OF CURRENT INCOME AND GROWTH OF CAPITAL, WITH A	METLIFE ADVISERS, LLC

	GREATER EMPHASIS ON GROWTH OF CAPITAL.	
METLIFE MODERATE TO AGGRESSIVE ALLOCATION PORTFOLIO	SEEKS GROWTH OF CAPITAL.	METLIFE ADVISERS, LLC
METLIFE STOCK INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE STANDARD & POOR'S 500(R) COMPOSITE STOCK PRICE INDEX.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC
MFS(R) TOTAL RETURN PORTFOLIO	SEEKS A FAVORABLE TOTAL RETURN THROUGH INVESTMENT IN A DIVERSIFIED PORTFOLIO.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: MASSACHUSETTS FINANCIAL SERVICES COMPANY
MFS(R) VALUE PORTFOLIO	SEEKS CAPITAL APPRECIATION AND REASONABLE INCOME.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: MASSACHUSETTS FINANCIAL SERVICES COMPANY

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FUNDING OPTION	INVESTMENT OBJECTIVE	INVESTMENT MANAGER/ SUB-INVESTMENT MANAGER
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MORGAN STANLEY EAFE(R) INDEX PORTFOLIO	SEEKS TO EQUAL THE PERFORMANCE OF THE MSCI EAFE(R) INDEX.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC
NEUBERGER BERMAN MID CAP VALUE PORTFOLIO	SEEKS CAPITAL GROWTH.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: NEUBERGER BERMAN MANAGEMENT, INC.
RUSSELL 2000(R) INDEX PORTFOLIO	SEEKS TO EQUAL THE RETURN OF THE RUSSELL 2000(R) INDEX.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: METLIFE INVESTMENT ADVISORS COMPANY, LLC
T. ROWE PRICE LARGE CAP GROWTH PORTFOLIO	SEEKS LONG-TERM GROWTH OF CAPITAL AND, SECONDARILY, DIVIDEND INCOME.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: T. ROWE PRICE ASSOCIATES, INC.
T. ROWE PRICE SMALL CAP GROWTH PORTFOLIO	SEEKS LONG-TERM CAPITAL GROWTH.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: T. ROWE PRICE ASSOCIATES, INC.

WESTERN ASSET MANAGEMENT STRATEGIC BOND OPPORTUNITIES PORTFOLIO	SEEKS TO MAXIMIZE TOTAL RETURN CONSISTENT WITH PRESERVATION OF CAPITAL.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: WESTERN ASSET MANAGEMENT COMPANY
WESTERN ASSET MANAGEMENT U.S. GOVERNMENT PORTFOLIO	SEEKS TO MAXIMIZE TOTAL RETURN CONSISTENT WITH PRESERVATION OF CAPITAL AND MAINTENANCE OF LIQUIDITY.	METLIFE ADVISERS, LLC SUB-INVESTMENT MANAGER: WESTERN ASSET MANAGEMENT COMPANY

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Some of the investment choices may not be available under the terms of your Deferred Annuity. Your Contract or other correspondence we provide you will indicate the investment divisions that are available to you. Your investment choices may be limited because:

- Your employer, association or other group contract holder limits the available investment divisions.

- We have restricted the available investment divisions.

The investment divisions buy and sell shares of corresponding mutual fund Portfolios. These Portfolios, which are part of either the Metropolitan Fund, the Calvert Fund, the Met Investors Fund or the American Funds(R) invest in stocks, bonds and other investments. All dividends declared by the Portfolios are earned by the Separate Account and are reinvested. Therefore, no dividends are distributed to you under the Deferred Annuities. You pay no transaction expenses (I.E., front-end or back-end sales load charges) as a result of the Separate Account's purchase or sale of these mutual fund shares. The Portfolios of the Metropolitan Fund and the Met Investors Fund are available by purchasing annuities and life insurance policies from MetLife or certain of its affiliated insurance companies and are never sold directly to the public. The Calvert Fund and American Funds(R) Portfolios are made available by the Calvert Fund and the American Funds(R) only through various insurance company annuities and life insurance policies.

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

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

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

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

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

We and/or certain of our affiliated insurance companies have joint ownership interests in our affiliated investment managers MetLife Advisers, LLC and Met Investors Advisory LLC, which are formed as "limited liability companies". Our ownership interests in MetLife Advisers, LLC and Met Investors Advisory LLC entitle us to profit distributions if the adviser makes a profit with respect to the advisory fees it receives from the Portfolio. We will benefit accordingly from assets allocated to the Portfolios to the extent they result in profits to the advisers. (See the Table of Expenses for information on the investment management fees paid by the Portfolios.)

Certain Portfolios have adopted a Distribution Plan under Rule 12b-1 of the 1940 Act. A Portfolio's 12b-1 Plan, if any, is described in more detail in the prospectuses for the Portfolios. (See the Table of Expenses and "Who Sells the Deferred Annuities".) Any payments we receive pursuant to those 12b-1 Plans are paid to us or our distributor. Payments under a Portfolio's 12b-1 Plan decrease the Portfolios' investment returns.

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

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WE DO NOT PROVIDE ANY INVESTMENT ADVICE AND DO NOT RECOMMEND OR ENDORSE ANY PARTICULAR PORTFOLIO. YOU BEAR THE RISK OF ANY DECLINE IN THE CONTRACT VALUE OF YOUR DEFERRED ANNUITY RESULTING FROM THE PERFORMANCE OF THE PORTFOLIO YOU HAVE CHOSEN.

We make certain payments to American Funds Distributors, Inc., principal underwriter for the American Funds Insurance Series(R). (See "Who Sells The Deferred Annuities".)

DEFERRED ANNUITIES

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

- TSA (Tax Sheltered Annuities)
- TSA ERISA (Tax Sheltered Annuities subject to ERISA)
- SEPs (Simplified Employee Pensions)
- SIMPLE IRAs (Savings Incentive Match Plan for Employees Individual Retirement Annuities)
- 457(b)s (Section 457(b) Eligible Deferred Compensation Arrangements)
- 403(a) Arrangements

A form of the deferred annuity may be issued to a bank that does nothing but hold them as a contract holder.

THE DEFERRED ANNUITY AND YOUR RETIREMENT PLAN

These Deferred Annuities may be issued either to you as an individual or to a group. You are then a participant under the group's Deferred Annuity.

If you participate through a retirement plan or other group arrangement, the Deferred Annuity may provide that all or some of your rights or choices as described in this Prospectus are subject to the plan's terms. For example, limitations on your rights may apply to investment choices, automated investments strategies, purchase payments, withdrawals, transfers, loans, the death benefit and pay-out options.

The Deferred Annuity may provide that a plan administrative fee will be paid by making a withdrawal from your Account Balance. We may rely on your employer's or plan administrator's statements to us as to the terms of the plan or your entitlement to any amounts. We are not a party to your employer's retirement plan. We will not be responsible for determining what your plan says. You should consult the Deferred Annuity contract and plan document to see how you may be affected. If you are a Texas Optional Retirement Program participant, please see Appendix II for specific information which applies to you.

AUTOMATED INVESTMENT STRATEGIES

There are four automated investment strategies available to you. We created these investment strategies to help you manage your money. You decide if one is appropriate for you, based upon your risk tolerance and savings goals. The Index Selector is not available with a Deferred Annuity with the Optional Lifetime Withdrawal Guarantee Benefit. These are available to you without any additional charges. As with any investment program, none of them can guarantee a gain -- you can lose money. We may modify or terminate any of the strategies at any time. You may have only one strategy in effect at a time. You may not have a strategy in effect while you also

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have an outstanding loan. Your employer, association or other group contract holder may limit the availability of any investment strategy.

The Equity Generator/SM/: An amount equal to the interest earned in the Fixed Interest Account is transferred monthly to any one investment division based on your selection. If your Fixed Interest Account balance at the time of a scheduled transfer is zero, this strategy is automatically discontinued.

The Rebalancer(R): You select a specific asset allocation for your entire Account Balance from among the investment divisions and the Fixed Interest Account, if available. Each quarter we transfer amounts among these options to bring the percentage of your Account Balance in each option back to your original allocation. In the future, we may permit you to allocate less than 100% of your Account Balance to this strategy.

The Index Selector/SM/: You may select one of five asset allocation models which are designed to correlate to various risk tolerance levels. Based on the model you choose, your entire Account Balance is allocated among the Lehman Brothers(R) Aggregate Bond Index, MetLife Stock Index, Morgan Stanley EAFE(R) Index, Russell 2000(R) Index and MetLife Mid Cap Stock Index investment divisions and the Fixed Interest Account. Each quarter the percentage in each of these investment divisions and the Fixed Interest Account is brought back to the selected model percentage by transferring amounts among the investment divisions and the Fixed Interest Account.

In the future, we may permit you to allocate less than 100% of your Account Balance to this strategy.

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

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

The Allocator/SM/: Each month a dollar amount you choose is transferred from the Fixed Interest Account to any of the investment divisions you choose. You select the day of the month and the number of months over which the transfers will occur. A minimum periodic transfer of $50 is required. Once your Fixed Interest Account Balance is exhausted, this strategy is automatically discontinued.

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

PURCHASE PAYMENTS

There is no minimum purchase payment. You may continue to make purchase payments while you receive Systematic Withdrawal Program payments, as described later in this Prospectus, unless your purchase payments are made through payroll deduction.

We will not issue the Deferred Annuity to you if you are age 80 or older or younger than age 18 for the TSA Deferred Annuity described in the Prospectus. For SEPs and SIMPLE IRAs Deferred Annuities, the minimum issue age is 21. You will not receive the 3% credit associated with the e Bonus Class unless you are less than 66 years old at date of issue. We will not accept your purchase payments if you are age 90 or older.

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PURCHASE PAYMENTS--SECTION 403(B) PLANS

Recently, the Internal Revenue Service announced new regulations affecting Section 403(b) plans and arrangements. As part of these regulations, employers will need to meet certain requirements in order for their employees' annuity contracts that fund these programs to retain a tax deferred status under Section 403(b). These regulations are generally effective January 1, 2009. Prior to the new rules, transfers of one annuity contract to another would not result in a loss of tax deferred status under 403(b) under certain conditions (so-called "90-24 transfers"). The new regulations have the following effect regarding transfers: (1) a newly issued contract funded by a transfer which is completed AFTER September 24, 2007, is subject to the employer requirements referred to above; (2) additional purchase payments made AFTER September 24, 2007, to a contract that was funded by a 90-24 transfer ON OR BEFORE September 24, 2007, MAY subject the contract to this new employer requirement.

In consideration of these regulations, we have determined to only make available the Contract/Certificate for purchase (including transfers) where your employer currently permits salary reduction contributions to be made to the Contract/Certificate.

If your Contract/Certificate was issued previously as a result of a 90-24 transfer completed on or before September 24, 2007, and you have never made salary reduction contributions into your Contract/Certificate, we urge you to consult with your tax advisor prior to making additional purchase payments.

ALLOCATION OF PURCHASE PAYMENTS

You decide how your money is allocated among the Fixed Interest Account, if available, and the investment divisions. You can change your allocations for future purchase payments. We will make allocation changes when we receive your request for a change. You may also specify an effective date for the change as long as it is within 30 days after we receive the request.

LIMITS ON PURCHASE PAYMENTS

Your ability to make purchase payments may be limited by:

- Federal tax laws or regulatory requirements;

- Our right to limit the total of your purchase payments to $1,000,000;

- Our right to restrict purchase payments to the Fixed Interest Account if (1) the interest rate we credit in the Fixed Interest Account is equal to the guaranteed minimum rate as stated in your Deferred Annuity; or (2) your Fixed Interest Account Balance is equal to or exceeds our maximum for a Fixed Interest Account allocation (e.g., $1,000,000);

- Participation in the Systematic Withdrawal Program (as described later); and

- Leaving your job.

THE VALUE OF YOUR INVESTMENT

Accumulation Units are credited to you when you make purchase payments or transfers into an investment division. When you withdraw or transfer money from an investment division (as well as when we apply the Annual Contract Fee and the Guaranteed Minimum Income Benefit charge, if chosen as an optional benefit), accumulation units are liquidated. We determine the number of accumulation units by dividing the amount of your purchase payment, transfer or withdrawal by the Accumulation Unit Value on the date of the transaction.

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

- First, we determine the change in investment performance (including any investment-related charge) for the underlying Portfolio from the previous trading day to the current trading day;

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- Next, we subtract the daily equivalent of the Separate Account charge (for the class of the Deferred Annuity you have chosen, including any optional benefits) for each day since the last Accumulation Unit Value was calculated; and

- Finally, we multiply the previous Accumulation Unit Value by this result.

Examples

Calculating the Number of Accumulation Units

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

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

Calculating the Accumulation Unit Value

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

$525 (50 x $10.50 = $525).

$10.00 x 1.05 = $10.50 is the new Accumulation Unit Value

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

$10.00 x .95 = $9.50 is the new Accumulation Unit Value

TRANSFER PRIVILEGE

You may make tax-free transfers among investment divisions or between the investment divisions and the Fixed Interest Account, if available. For us to process a transfer, you must tell us:

- The percentage or dollar amount of the transfer;

- The investment divisions (or Fixed Interest Account) from which you want the money to be transferred;

- The investment divisions (or Fixed Interest Account) to which you want the money to be transferred; and

- Whether you intend to start, stop, modify or continue unchanged an automated investment strategy by making the transfer.

We reserve the right to restrict transfers to the Fixed Interest Account if (1) the interest rate we credit in the Fixed Interest Account is equal to the guaranteed minimum rate as stated in your Deferred Annuity; or (2) your Fixed Interest Account Balance is equal to or exceeds our maximum for Fixed Interest Account allocations (e.g., $1,000,000).

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

We may require you to use our original forms and maintain a minimum Account Balance (if the transfer is in connection with an automated investment strategy or if there is an outstanding loan from the Fixed Interest Account).

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"MARKET TIMING" POLICIES AND PROCEDURES

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

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

We have policies and procedures that attempt to detect and deter frequent transfers/reallocations in situations where we determine there is a potential for arbitrage trading. Currently, we believe that such situations may be presented in the international, small-cap, and high-yield Portfolios (I.E., Western Asset Management Strategic Bond Opportunities, Lord Abbett Bond Debenture, Harris Oakmark International, MFS(R) Research International, Morgan Stanley EAFE(R) Index, American Funds Global Small Capitalization, Third Avenue Small Cap Value, BlackRock Strategic Value, Franklin Templeton Small Cap Growth, Met/AIM Small Cap Growth, Met/Templeton Growth, Clarion Global Real Estate, T. Rowe Price Small Cap Growth, Loomis Sayles Small Cap and Russell 2000(R) Portfolios -- the "Monitored Portfolios") and we monitor transfer/reallocation activity in those Monitored Portfolios. In addition, as described below, we intend to treat all American Funds Insurance Series(R) Portfolios ("American Funds portfolios") as Monitored Portfolios. We employ various means to monitor transfer/reallocation activity, such as examining the frequency and size of transfers/reallocations into and out of the Monitored Portfolios within given periods of time. For example, we currently monitor transfer/reallocation activity to determine if, for each category of international, small-cap, and high-yield portfolios, in a 12-month period there were, (1) six or more transfers/reallocations involving the given category; (2) cumulative gross transfers/reallocations involving the given category that exceed the current account balance; and (3) two or more "round-trips" involving any Monitored Portfolio in the given category. A round-trip generally is defined as a transfer/reallocation in followed by a transfer/reallocation out within the next seven calendar days or a transfer/reallocation out followed by a transfer/reallocation in within the next seven calendar days, in either case subject to certain other criteria.

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

American Funds(R) Monitoring Policy. As a condition to making their portfolios available in our products, American Funds(R) 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(R) requires us to impose additional specified monitoring criteria for all American Funds portfolios available under the Contract, regardless of the potential for arbitrage trading. We are required to monitor transfer/reallocation activity in American Funds portfolios to determine if there were two or more transfers/reallocations in followed by transfers/reallocations out, in each case of a certain dollar amount or greater, in any 30 day period. A first violation of the American Funds(R) monitoring policy will result in a written notice of violation; each additional violation will result in the imposition of a six-month restriction, during which period we will require all transfer/reallocation requests to or from an American Funds portfolio to be submitted with an original

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signature. Further, as Monitored Portfolios, all American Funds portfolios also will be subject to our current market timing and excessive trading policies, procedures and restrictions (described below) and transfer/reallocation restrictions may be imposed upon a violation of either monitoring policy.

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

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

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

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

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

In accordance with applicable law, we reserve the right to modify or terminate the transfer/reallocation privilege at any time. We also reserve the right to defer or restrict the transfer/reallocation privilege at any time that we are unable to purchase or redeem shares of any of the Portfolios, including any refusal or restriction on purchases or redemptions of their shares as a

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result of their own policies and procedures on market timing activities (even if an entire omnibus order is rejected due to the market timing activity of a single contract owner). You should read the Portfolio prospectuses for more details.

ACCESS TO YOUR MONEY

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

- The percentage or dollar amount of the withdrawal; and

- The investment divisions (or Fixed Interest Account) from which you want the money to be withdrawn.

Your withdrawal may be subject to withdrawal charges.

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

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

SYSTEMATIC WITHDRAWAL PROGRAM

If we agree and if approved in your state, you may choose to automatically withdraw a specific dollar amount or a percentage of your Account Balance each Contract Year. This program is not available under the 457(b) Deferred Annuity issued to tax-exempt organizations. This amount is then paid in equal portions throughout the Contract Year according to the time frame you select, e.g., monthly, quarterly, semi-annually or annually. Once the Systematic Withdrawal Program is initiated, the payments will automatically renew each Contract Year. Income taxes, tax penalties and withdrawal charges may apply to your withdrawals. Program payment amounts are subject to our required minimums and administrative restrictions. Your Account Balance will be reduced by the amount of your Systematic Withdrawal Program payments and applicable withdrawal charges. Payments under this program are not the same as income payments you would receive from a Deferred Annuity pay-out option. The Systematic Withdrawal Program is not available to the e Bonus Class of the Deferred Annuities until the second Contract Year. The Systematic Withdrawal Program is not available in conjunction with any automated investment strategy.

If you elect to withdraw a dollar amount, we will pay you the same dollar amount each Contract Year. If you elect to withdraw a percentage of your Account Balance, each Contract Year we recalculate the amount you will receive based on your new Account Balance.

Calculating Your Payment Based on a Percentage Election for the First Contract Year You Elect the Systematic Withdrawal Program: If you choose to receive a percentage of your Account Balance, we will determine the amount payable on the date these payments begin. When you first elect the program, we will pay this amount over the remainder of the Contract Year. For example, if you select to receive payments on a monthly basis with the percentage of your Account Balance you request equaling $12,000, and there are six months left in the Contract Year, we will pay you $2,000 a month.

Calculating Your Payment for Subsequent Contract Years of the Systematic Withdrawal Program: For each subsequent year that your Systematic Withdrawal Program remains in effect, we will deduct from your Deferred Annuity

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and pay you over the Contract Year either the amount that you chose or an amount equal to the percentage of your Account Balance you chose. For example, if you select to receive payments on a monthly basis, ask for a percentage and that percentage of your Account Balance equals $12,000 at the start of a Contract Year, we will pay you $1,000 a month.

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

Selecting a Payment Date: You select a payment date which becomes the date we make the withdrawal. (If you would like to receive your Systematic Withdrawal Program payment on or about the first of the month, you should request the payment by the 20th of the month). We must receive your request in good order at least 10 days prior to the selected payment date. If we do not receive your request in time, we will make the payment the following month on the date you selected. If you do not select a payment date, we will automatically begin systematic withdrawals within 30 days after we receive your request. Changes in the dollar amount, percentage or timing of the payments can be made once a year at the beginning of any Contract Year and one other time during the Contract Year. If you make any of these changes, we will treat your request as though you were starting a new Systematic Withdrawal Program. You may request to stop your Systematic Withdrawal Program at any time. We must receive any request in good order at least 30 days in advance.

Although we need your written authorization to begin this program, you may cancel this program at any time by telephone or by writing to us at your MetLife Administrative Office.

Systematic Withdrawal Program payments may be subject to a withdrawal charge unless an exception to this charge applies. For purposes of determining how much of the annual payment amount is exempt from this charge under the free withdrawal provision (discussed later), all payments from a Systematic Withdrawal Program in a Contract Year are characterized as a single lump sum withdrawal as of your first payment date in that Contract Year. When you first elect the program, we will calculate the percentage of your Account Balance your Systematic Withdrawal Program payment represents based on your Account Balance on the first Systematic Withdrawal Program payment date. For all subsequent Contract Years, we will calculate the percentage of your Account Balance your Systematic Withdrawal Program payment represents based on your Account Balance on the first Systematic Withdrawal Program payment date of that Contract Year. We will determine separately the withdrawal charge and any relevant factors (such as applicable exceptions) for each Systematic Withdrawal Program payment as of the date it is withdrawn from your Deferred Annuity.

See "Lifetime Withdrawal Guarantee Benefit -- Annual Benefit Payment -- Systematic Withdrawal Program" for more information concerning utilizing the Systematic Withdrawal Program in conjunction with the Lifetime Guaranteed Withdrawal Benefit.

Participation in the Systematic Withdrawal Program is subject to our administrative procedures.

MINIMUM DISTRIBUTION

In order for you to comply with certain tax law provisions, you may be required to take money out of your Deferred Annuity. Rather than receiving your minimum required distribution in one annual lump-sum payment, you may request that we pay it to you in installments throughout the calendar year. However, we may require that you maintain a certain Account Balance at the time you request these payments. You may not have a Systematic Withdrawal Program in effect if we pay your minimum required distribution in installments.

CHARGES

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

- Separate Account charge, and

- Investment-related charge.

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We describe these charges below. The amount of the charge may not necessarily correspond to costs associated with providing the services or benefits indicated by the designation of the charge or associated with the Deferred Annuity. For example, the withdrawal charge may not fully cover all of the sales and distribution expenses actually incurred by us and proceeds from other charges, including the Separate Account charge, may be used in part to cover such expenses. We can profit from certain Deferred Annuity charges.

SEPARATE ACCOUNT CHARGE

Each class of the Deferred Annuity has a different Separate Account charge. You pay an annual Separate Account charge that, during the pay-in phase, for the Standard Death Benefit will not exceed 0.50% for the e Class and 0.95% for the e Bonus Class of the average value of the amounts in the investment divisions, or, in the case of each American Funds investment division, 0.75% for the e Class and 1.20% for the e Bonus Class.

This charge pays us for the risk that you may live longer than we estimated. Then, we could be obligated to pay you more in payments from a pay-out option than we anticipated. Also, we bear the risk that the guaranteed death benefit we would pay should you die during your pay-in phase is larger than your

Account Balance. This charge also includes the risk that our expenses in administering the Deferred Annuity may be greater than we estimated. The Separate Account charge also pays us for distribution costs to both our licensed salespersons and other broker-dealers. The Separate Account charges you pay will not reduce the number of accumulation units credited to you. Instead, we deduct the charges as part of the calculation of the Accumulation Unit Value. We guarantee that the Separate Account insurance-related charge will not increase while you have the Deferred Annuity.

The chart below summarizes the maximum Separate Account charge for each class of the Deferred Annuity with each death benefit prior to entering the pay-out phase of the Contract.

SEPARATE ACCOUNT CHARGES*

	e Class	e Bonus Class
StandardDeath Benefit	0.50%	0.95%
OptionalAnnual Step-Up Death Benefit	0.60%	1.05%

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

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

INVESTMENT-RELATED CHARGE

This charge has two components. The first pays the investment managers for managing money in the Portfolios. The second consists of Portfolio operating expenses and 12b-1 Plan fees. The percentage you pay for the investment-related charge depends on which investment divisions you select. Each class of shares available to the Deferred Annuities, except for the Calvert Fund, has a 12b-1 Plan fee, which pays for distribution expenses. Class B shares available in the Metropolitan Fund and the Met Investors Fund have a 0.25% 12b-1 Plan fee. Class C shares available in the Met Investors Fund have a 0.55% 12b-1 Plan fee, Class 2 shares available in the American Funds(R) have a 0.25% 12b-1 Plan fee. The Calvert Fund shares which are available have no 12b-1 Plan fee. Amounts for each investment division for the previous year are listed in the Table of Expenses.

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ANNUAL CONTRACT FEE

There is a $30 Annual Contract Fee which is deducted on a pro-rata basis from the investment divisions on the last business day prior to the Contract Anniversary. This fee is waived if your Account Balance is at least $50,000 on the day the fee is to be deducted. This fee will also be waived if you are on medical leave approved by your employer or called to active armed service duty at the time the fee is to be deducted and your employer has informed us of your status. The fee will be deducted at the time of a total withdrawal of your Account Balance on a pro-rata basis (determined based upon the number of complete months that have elapsed since the prior Contract Anniversary). This fee pays us for our miscellaneous administrative costs. These costs which we incur include financial, actuarial, accounting and legal expenses.

We reserve the right to waive the Annual Contract Fee for specific groups based upon the nature of the group, size, aggregate amount of anticipated purchase payments or anticipated persistency. The waiver will be implemented in a reasonable manner and will not be unfairly discriminatory to the interests of any contract holder.

OPTIONAL GUARANTEED MINIMUM INCOME BENEFIT

The optional Guaranteed Minimum Income Benefit is available for an additional charge of 0.70% of the guaranteed minimum income base (as defined later in this Prospectus), deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Interest Account balance (net of any outstanding loans) and Separate Account balance. (We take amounts from the

Separate Account by canceling accumulation units from your Separate Account). (For Contracts issued prior to May 1, 2009, the charge for the optional Guaranteed Minimum Income Benefit is 0.35% of the guaranteed minimum income base.)

OPTIONAL LIFETIME WITHDRAWAL GUARANTEE BENEFIT

The Lifetime Withdrawal Guarantee Benefit is available for an additional charge of 0.70% of the Total Guaranteed Withdrawal Amount, deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Interest Account Balance and Separate Account Balance, after applying any 5% Compounding Income Amount and prior to taking into account any Automatic Annual Step-Up occurring on the Contract Anniversary. We take amounts from the Separate Account by canceling accumulation units from your Separate Account balance. If an Automatic Annual Step-Up occurs under a Lifetime Withdrawal Guarantee Benefit, we may increase the Lifetime Withdrawal Guarantee Benefit charge to the then current charge for the same optional benefit, but no more than a maximum of 0.95%. If the Lifetime Withdrawal Guarantee Benefit is in effect, the charge will continue even if your Remaining Guaranteed Withdrawal Amount equals zero. (For Contracts purchased prior to May 1, 2009, the charge for the optional Lifetime Withdrawal Guarantee Benefit prior to any Automatic Annual Step-Up is 0.50% for the Total Guaranteed Withdrawal Amount and the maximum charge upon an Automatic Annual Step-Up is 0.95%.)

PREMIUM AND OTHER TAXES

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

Premium taxes, if applicable, currently range from 0.5% to 2.35% depending on the Deferred Annuity you purchase and your home state or jurisdiction. The chart in Appendix I shows the jurisdictions where premium taxes are charged and the amount of these taxes.

We also reserve the right to deduct from purchase payments, Account Balances, withdrawals or income payments, any taxes (including, but not limited to, premium taxes) paid by us to any government entity relating to the Contracts. Examples of these taxes include, but are not limited to, generation skipping transfer tax or a similar excise tax under

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Federal or state tax law which is imposed on payments we make to certain persons and income tax withholdings on withdrawals and income payments to the extent required by law. We will, at our sole discretion, determine when taxes relate to the Contracts. We may, at our sole discretion, pay taxes when due and deduct that amount from the Account Balance at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date.

WITHDRAWAL CHARGES

A withdrawal charge may apply if you make a withdrawal from your e Bonus Class Deferred Annuity. There are no withdrawal charges for the e Class or in certain situations or upon the occurrence of certain events (see "When No Withdrawal Charges Applies"). Unless the withdrawal qualifies under one of these situations, events or circumstances, withdrawal charges will apply where there is a request to divide the Account Balance due to a divorce. The withdrawal charge will be determined separately for each investment division from which a withdrawal is made. The withdrawal charge is assessed against the amount withdrawn.

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

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

The withdrawal charge on the amount withdrawn for each class is as follows:

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IF WITHDRAWN DURING CONTRACT YEAR	E CLASS	E BONUS CLASS
<S>	<C>	<C>
1......................	None	3%
2......................		3%
3......................		3%
4......................		3%
5......................		3%
6......................		3%
7......................		3%
Thereafter.............		0%

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

WHEN NO WITHDRAWAL CHARGE APPLIES TO THE E BONUS CLASS

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

You do not pay a withdrawal charge:

. On transfers you make within your Deferred Annuity among investment divisions and transfers to or from the Fixed Interest Account.

. On the amount surrendered after seven Contract Years.

. If you choose payments over one or more lifetimes, except, in certain cases, under the Guaranteed Minimum Income Benefit.

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- If you die during the pay-in phase. Your beneficiary will receive the full death benefit without deduction.

- After the first Contract Year, if you withdraw up to 10% of your total Account Balance, per Contract Year. This 10% total withdrawal may be taken in an unlimited number of partial withdrawals during that Contract Year. These withdrawals are made on a non-cumulative basis.

- If the withdrawal is to avoid required Federal income tax penalties or to satisfy Federal income tax rules concerning minimum distribution requirements that apply to your Deferred Annuity. For purposes of this exception, we assume that the Deferred Annuity is the only contract or funding vehicle from which distributions are required to be taken and we will ignore all other account balances. This exception does not apply if the withdrawal is to satisfy Section 72(t) requirements under the Internal Revenue Code.

- This Contract feature is only available if you are less than 80 years old on the Contract issue date. For the TSA, SEP and SIMPLE Deferred Annuities, after the first Contract Year, if approved in your state, and your Contract provides for this, to withdrawals to which a withdrawal charge would otherwise apply, if you as owner or participant under a Contract:

- have been a resident of certain nursing home facilities or a hospital for a minimum of 90 consecutive days or for a minimum total of 90 days where there is no more than a 6 month break in that residency and the residencies are for related causes, where you have exercised this right no later than 90 days of exiting the nursing home facility or hospital; or

- are diagnosed with a terminal illness and not expected to live more than 12 months.

- This Contract feature is only available if you are less than 65 years old on the date you became disabled and if the disability commences subsequent to the first Contract Anniversary. After the first Contract Year, if approved in your state, and your Contract provides for this, if you are disabled as defined in the Federal Social Security Act and if you have been the participant continuously since the issue of the Contract.

- If you have transferred money which is not subject to a withdrawal charge (because you have satisfied contractual provisions for a withdrawal without the imposition of a contract withdrawal charge) from certain eligible MetLife contracts or certain eligible contracts of MetLife affiliates into the Deferred Annuity, and the withdrawal is of these transferred amounts and we agree. Any purchase payments made after the transfer are subject to the usual withdrawal charge schedule.

- If you make a direct transfer to other investment vehicles we have pre-approved.

- If your plan or group of which you are a participant or member permits account reduction loans, you take an account reduction loan and the withdrawal consists of these account reduction loan amounts.

- If approved in your state, and if you elect the Lifetime Withdrawal Guaranteed Benefit and take your Annual Benefit Payment through the Systematic Withdrawal Program and only withdraw your Annual Benefit Payment.

- If approved in your state, and after the first Contract Year, if you elect the Lifetime Withdrawal Guarantee Benefit and only make withdrawals each Contract Year that do not exceed on a cumulative basis your Annual Benefit Payment.

FREE LOOK

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

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For the TSA Deferred Annuity, any 3% credit from purchase payments does not become yours until after the "free look" period; we retrieve it if you exercise the "free look". Your exercise of any "free look" is the only circumstance under which the 3% credit will be retrieved (commonly called "recapture"). If your state requires us to refund your Account Balance, the refunded amount will include any investment performance attributable to the 3% credit. If there are any losses from investment performance attributable to the 3% credit, we will bear that loss.

DEATH BENEFIT--GENERALLY

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

If you intend to purchase the Deferred Annuity for use with a SEP or SIMPLE IRA, please refer to the discussion concerning IRAs in the Tax Section of this Prospectus.

We only pay the death benefit when we receive both proof of death and instructions for payment in good order.

Your beneficiary has the option to apply the death benefit less any applicable premium taxes to a pay-out option offered under your Deferred Annuity. Your beneficiary may, however, decide to take a lump sum payment.

Where there are multiple beneficiaries, we will only value the death benefit as of the time the first beneficiary submits the necessary documentation in good order.

Any death benefit amounts attributable to any beneficiary which remain in the investment divisions are subject to investment risk.

STANDARD DEATH BENEFIT

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

1. Your Account Balance, less any outstanding loans or

2. Total purchase payments reduced proportionately by the percentage reduction in Account Balance attributable to each partial withdrawal, less any

outstanding loans.

EXAMPLE

		Date	Amount
A	Initial Purchase Payment	10/1/2008	$100,000
B	Account Balance	10/1/2009 (First Contract Anniversary)	$104,000
C	Death Benefit	As of 10/1/2009	$104,000 (= greater of A and B)
D	Account Balance	10/1/2010 (Second Contract Anniversary)	$90,000
E	Death Benefit	10/1/2010	$100,000 (= greater of A and D)
F	Withdrawal	10/2/2010	$9,000
G	Percentage Reduction in Account Balance	10/2/2010	10% (= F/D)
H	Account Balance after Withdrawal	10/2/2010	$81,000 (= D-F)
I	Purchase Payments reduced for Withdrawal	As of 10/2/2010	$90,000 [= A-(A X G)]
J	Death Benefit	10/2/2010	$90,000 (= greater of H and I)

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Notes to Example:

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

Account Balances on 10/1/09 and 10/2/09 are assumed to be equal prior to the withdrawal.

There are no loans.

OPTIONAL BENEFITS

Please note that the decision to purchase optional benefits is made at the time of application and is irrevocable. In limited circumstances, the Lifetime Withdrawal Guarantee Benefit may be cancelled. (See "Lifetime Withdrawal Guarantee Benefit -- Cancellation"). The optional benefit is in effect until it terminates. Optional benefits are available subject to state approval. Your employer, association or other group contract holder may limit the availability of any optional benefit. (An account reduction loan will decrease the value of any optional benefits purchased with this Contract. See your employer for more information about the availability and features of account reduction loans.) Optional Benefits may have certain adverse tax consequences. Please consult your tax advisor and the section "Income Taxes" later in this prospectus prior to purchase of any optional benefit

ANNUAL STEP-UP DEATH BENEFIT

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

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

1. The Account Balance, less any outstanding loans; or

2. "Highest Anniversary Value" as of each Contract Anniversary, determined as follows:

- At issue, the Highest Anniversary Value is your initial purchase payment;

- Increase the Highest Anniversary Value by each subsequent purchase payment;

- Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal, less any outstanding loans;

- On each Contract Anniversary before your 81st birthday, compare the (1) then Highest Anniversary Value to the (2) current Account Balance and set the Highest Anniversary Value equal to the greater of the two.

- After the Contract Anniversary immediately preceding your 81st birthday, adjust the highest Account Balance only to:

    - Increase the Highest Anniversary Value by each subsequent purchase payment or

    - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal, less any outstanding loans.

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

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The Annual Step-Up Death Benefit is available for a charge, in addition to the Standard Death Benefit charge, of 0.10% annually of the average daily value of the amount you have in the Separate Account.

EXAMPLE:

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		Date	Amount
A	Initial Purchase Payment	10/1/2008	$100,000
B	Account Balance	10/1/2009 (First Contract Anniversary)	$104,000
C	Death Benefit (Highest Anniversary Value)	As of 10/1/2009	$104,000 (= greater of A and B)
D	Account Balance	10/1/2010 (Second Contract Anniversary)	$90,000
E	Death Benefit (Highest Contract Year Anniversary)	10/1/2010	$104,000 (= greater of C and D)
F	Withdrawal	10/2/2010	$9,000
G	Percentage Reduction in Account Balance	10/2/2010	10% (= F/D)
H	Account Balance after Withdrawal	10/2/2010	$81,000 (= D-F)
I	Highest Anniversary Value reduced for Withdrawal	As of 10/2/2010	$93,600 (= E - (E X G))
J	Death Benefit	10/2/2010	$93,600 (= greater of H and I)

</TABLE>

Notes to Example:

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

The Account Balances on 10/1/09 and 10/2/09 are assumed to be equal prior to the withdrawal.

The purchaser is age 60 at issue.

There are no loans.

GUARANTEED MINIMUM INCOME BENEFIT (MAY ALSO BE KNOWN AS THE "PREDICTOR" IN OUR SALES LITERATURE AND ADVERTISING)

You may purchase this benefit at application (up to but not including age 76) which guarantees a minimum income payment in the pay-out phase of your Deferred Annuity (a payment "floor"). You retain the ability to choose to receive income payments based upon the Account Balance of your Deferred Annuity rather than the guaranteed income amount available under this benefit. This benefit is intended to protect you against poor investment performance. The Guaranteed Minimum Income Benefit does not establish or guarantee an Account Balance or minimum return for any investment division. The guaranteed minimum income base is not available for withdrawals.

You may only exercise this benefit no later than the Contract Anniversary immediately after your 85th birthday, after a 10 year waiting period and then only within a 30 day period following the Contract Anniversary. Partial annuitization is not permitted under this optional benefit and no change in the owner of the Contract or the participant is permitted. Withdrawal charges are not waived if you exercise this option while withdrawal charges apply.

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The only income types available with the purchase of this benefit are a Lifetime Income Annuity with a 10 Year Guarantee Period or a Lifetime Income Annuity for Two with a 10 Year Guarantee Period. If you decide to receive income payments under a Lifetime Income Annuity with a 10 year Guarantee Period after age 79, the 10 year guarantee is reduced as follows:

Age at Pay-Out	Guarantee
80	9 years
81	8 years

82	7 years
83	6 years
84 and 85	5 years

Lifetime Income Annuity for Two is available if the ages of the joint annuitants are 10 years apart or less (or as permissible under our then current underwriting requirements, if more favorable).

You may not exercise this benefit if you have an outstanding loan balance. You may exercise this benefit if you repay your outstanding loan balance. If you desire to exercise this benefit and have an outstanding loan balance and repay the loan by making a partial withdrawal, your guaranteed minimum income base will be reduced to adjust for the repayment of the loan, according to the formula described below.

The guaranteed minimum income base is equal to the greatest of:

1. The Annual Increase Amount which is the sum total of each purchase payment accumulated at a rate of 6% a year, through the Contract Anniversary date immediately preceding your 81st birthday, reduced by the sum total of each withdrawal adjustment accumulated at the rate of 6% a year from the date of the withdrawal. The withdrawal adjustment is the Annual Increase Amount immediately prior to the withdrawal multiplied by the percentage reduction in Account Balance attributable to the withdrawal, if total withdrawals in a Contract Year are more than 6% of the Annual Increase Amount at the previous Contract Anniversary. If total withdrawals in a Contract Year are less than 6% of the Annual Increase Amount at the previous Contract Anniversary, the withdrawal adjustment is the dollar amount of total partial withdrawals treated as a single withdrawal at the end of the Contract Year; or

2. "Highest Anniversary Value" as of each Contract Anniversary, determined as follows:

   - At issue, the Highest Anniversary Value is your initial purchase payment;

   - Increase the Highest Anniversary Value by each subsequent purchase payment;

- Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal;

- On each Contract Anniversary before your 81st birthday, compare the (1) then-Highest Anniversary Value to the (2) current Anniversary Value and set the Highest Anniversary Value equal to the greater of the two.

- After the Contract Anniversary immediately preceding your 81st birthday, adjust the Highest Anniversary Value only to:

  - Increase the Highest Anniversary Value by each subsequent purchase payment or

  - Reduce the Highest Anniversary Value proportionately by the percentage reduction in Account Balance attributable to each subsequent partial withdrawal.

This base is then applied to the annuity rates guaranteed in the Guaranteed Minimum Income Benefit rider. The rates used are based on the Annuity 2000 Mortality Table with a 7-year age setback, with interest of 2.5% per year. As with other pay-out types, the amount you receive as an income payment depends also on your age and the income type you select. Applying your

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Account Balance (less any premium taxes, applicable contract fees and outstanding loans) to our current annuity rates may produce greater income payments than those guaranteed under this benefit. In that case, you will receive the higher amount.

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

This option will terminate upon the earliest of:

1. The 30th day following the Contract Anniversary immediately after your 85th

birthday;

2. When you take a total withdrawal of your Account Balance (a pro-rata portion of the charge will be applied);

3. When you elect to receive income payments under an income option and you are not eligible to exercise the Guaranteed Minimum Income Benefit option (a pro-rata portion of the charge will be applied);

4. On the day there are insufficient amounts to deduct the charge for the Guaranteed Minimum Income Benefit from your Account Balance; or

5. If you die.

If your employer association or other group contract holder has instituted account reduction loans for its plan or arrangement, you have taken a loan and you have also purchased the Guaranteed Minimum Income Benefit, we will not treat amounts withdrawn from your Account Balance on account of a loan as a withdrawal from the Contract for purposes of determining the Guaranteed Minimum Income Base. In addition, we will not treat the repayment of loan amounts as a purchase payment to the Contract for the purposes of determining the guaranteed minimum income base.

The Guaranteed Minimum Income Benefit is available in Deferred Annuities purchased after April 30, 2009 for an additional charge of 0.70% of the guaranteed minimum income base, deducted at the end of each Contract Year, by withdrawing amounts on a pro-rata basis from your Fixed Interest Account balance (net of any outstanding loans) and Separate Account balance. (We take amounts from the Separate Account by canceling accumulation units from your Separate Account.)

GUARANTEED MINIMUM INCOME BENEFIT AND QUALIFIED CONTRACTS

The Guaranteed Minimum Income Benefit may have limited usefulness in connection with a qualified Contract, such as an IRA, TSA, TSA ERISA, 403(a) or 457(b) in circumstances where, due to the ten year waiting period after purchase, the owner is unable to exercise the benefit until after the required beginning date of required minimum distributions under the Contract. In such event, required minimum distributions received from the Contract during the ten year waiting period will have the effect of reducing the guaranteed minimum income base either on a proportionate or dollar for dollar basis, as the case may be. This may have the effect of reducing or eliminating the value of annuity payments under the Guaranteed Minimum Income Benefit. You should consult your tax adviser prior to electing a Guaranteed Minimum Income Benefit.

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EXAMPLE:

(This calculation ignores the impact of Highest Anniversary Value which could further increase the guaranteed minimum income base.)

Age 55 at issue
Purchase Payment = $100,000.
No additional purchase payments or partial withdrawals.
Guaranteed minimum income base at age 65 = $100,000X1.0610 = $179,085
where 10 equals the number of years the purchase payment accumulates for purposes of calculating this benefit.

Guaranteed minimum income floor = guaranteed minimum income base applied to the Guaranteed Minimum Income Benefit annuity table.

Guaranteed Minimum Income Benefit annuity factor, unisex, age 65 = $4.21 per month per $1,000 applied for lifetime income with 10 years guaranteed.

$179,085 X $4.21 = $754 per month.
--
$1,000

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Issue Age	Age at Pay-Out	Guaranteed Minimum Income Floor
<S>	<C>	<C>
55	65	$754

70	$1,131
75	$1,725

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The above chart ignores the impact of premium and other taxes.

GRAPHIC EXAMPLES

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

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(1)THE 6% ANNUAL INCREASE AMOUNT OF THE INCOME BASE

Determining a value upon which future income payments will be based

Assume that you make an initial purchase payment of $100,000. Prior to annuitization, your Account Balance fluctuates above and below your initial purchase payment depending on the investment performance of the investment divisions you selected. Your purchase payments accumulate at the annual increase rate of 6%, until the Contract Anniversary on or immediately after the contract owner's 81st birthday. Your purchase payments are also adjusted for any withdrawals (including any applicable withdrawal charge) made during this period. The line (your purchase payments accumulated at 6% a year adjusted for withdrawals and charges "the 6% Annual Increase Amount of the Income Base") is the value upon which future income payments can be based.

[6% Annual Income Base Chart]

Determining your guaranteed lifetime income stream

Assume that you decide to annuitize your Contract and begin taking annuity payments after 30 years. In this example, your 6% Annual Increase Amount of the Income Base is higher than the Highest Anniversary Value and will produce a higher income benefit. Accordingly, the 6% Annual Increase Amount of the Income Base will be applied to the annuity pay-out rates in the Guaranteed Minimum Income Benefit Annuity Table to determine your lifetime annuity payments. THE INCOME BASE IS NOT AVAILABLE FOR CASH WITHDRAWALS AND IS ONLY USED FOR PURPOSES OF CALCULATING THE GUARANTEED MINIMUM INCOME BENEFIT PAYMENT AND THE CHARGE FOR THE BENEFIT.

[10 Year Waiting Period with 6% Annual Income Base and Annuity for life CHART]

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(2) THE "HIGHEST ANNIVERSARY VALUE" ("HAV")

Determining a value upon which future income payments will be based

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

[Highest Account Balance Income Base Chart]

Determining your guaranteed lifetime income stream

Assume that you decide to annuitize your Contract and begin taking annuity payments after 20 years. In this example, the Highest Anniversary Value is higher than the Account Balance. Accordingly, the Highest Anniversary Value will be applied to the annuity payout rates in the Guaranteed Minimum Income Benefit Annuity Table to determine your lifetime annuity payments. THE INCOME BASE IS NOT AVAILABLE FOR CASH WITHDRAWALS AND IS ONLY USED FOR PURPOSES OF CALCULATING THE GUARANTEED MINIMUM INCOME BENEFIT PAYMENT AND THE CHARGE FOR THE BENEFIT.

[10 Year Waiting Period with Highest Account Balance Income Base and Annuity for Life Chart]

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(3)PUTTING IT ALL TOGETHER

Prior to annuitization, the two components of the income base (the 6% Annual Increase Amount of the Income Base and the Highest Anniversary Value) work together to protect your future income. Upon annuitization of the Contract, you will receive income payments for life and the guaranteed minimum income base and the Account Balance will cease to exist. Also, the Guaranteed Minimum Income Benefit may only be exercised no later than the Contract Anniversary on or following the contract owner's 80th birthday, after a 10 year waiting period, and then only within a 30 day period following the Contract Anniversary.

[10 Year Waiting Period with Highest Account Balance Income Base and 6% Annual Income Base Chart]

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

[10 Year Waiting Period with Highest Account Balance Income Base and 6% Annual Income Base with Income Annuity for Life Chart]

LIFETIME WITHDRAWAL GUARANTEE BENEFIT

In states where approved, we offer the Lifetime Withdrawal Guarantee Benefit for elective TSA (non-ERISA), SEP and SIMPLE IRA Deferred Annuities. If you elect the Lifetime Withdrawal Guarantee Benefit, Roth TSA purchase payments may be permitted. The Lifetime Withdrawal Guarantee Benefit does not establish or guarantee an Account Balance or minimum return for any investment division. The Remaining Guaranteed Withdrawal Amount and Total Guaranteed Withdrawal Amount are not available for withdrawal. Contract withdrawal charges may apply to your withdrawals. Ordinary income taxes apply to withdrawals under this benefit and an additional 10% penalty tax may apply if you are under age 59 1/2. Consult your own tax advisor to determine if an exception to the 10% penalty tax applies. You may not have this benefit and the Guaranteed Minimum Income Benefit in effect at the same time. You should carefully consider if the Lifetime Withdrawal Guarantee Benefit is best for you. Here are some of the key features of the Lifetime Withdrawal Guarantee Benefit.

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- Guaranteed Payments for Life. So long as you make your first withdrawal on or after the date you reach age 59 1/2, the Lifetime Withdrawal Guarantee Benefit guarantees that we will make payments to you over your lifetime, even if your Remaining Guaranteed Withdrawal Amount and/or Account Balance decline to zero.

- Automatic Annual Step-Ups. The Lifetime Withdrawal Guarantee Benefit provides automatic step-ups on each Contract Anniversary prior to the owner's 86th birthday (and offers the owner the ability to opt out of the step-ups if the charge for this optional benefit should increase). Each of the Automatic Step-Ups will occur only prior to the owner's 86th birthday.

- Withdrawal Rates. The Lifetime Withdrawal Guarantee Benefit uses a 5% withdrawal rate to determine the Annual Benefit Payment.

- Cancellation. The Lifetime Withdrawal Guarantee Benefit provides the ability to cancel the rider every five Contract Years for the first fifteen Contract Years and annually thereafter within 30 days following the eligible Contract Anniversary.

- Allocation Restrictions. If you elect the Lifetime Withdrawal Guarantee Benefit, you are limited to allocating your purchase payments and Account Balance among the Fixed Interest Account, and certain investment divisions (as described below).

In considering whether to purchase the Lifetime Withdrawal Guarantee Benefit, you must consider your desire for protection and the cost of the benefit with the possibility that had you not purchased the benefit, your Account Balance may be higher. In considering the benefit of the lifetime withdrawals, you should consider the impact of inflation. Even relatively low levels of inflation may have significant effect on purchasing power. The Automatic Annual Step-Up, as described below, may provide protection against inflation, if and when there are strong investment returns. As with any guaranteed withdrawal benefit, the Lifetime Withdrawal Guarantee Benefit, however, does not assure that you will receive strong, let alone any, return on your investments.

TOTAL GUARANTEED WITHDRAWAL AMOUNT. The Total Guaranteed Withdrawal Amount is the minimum amount that you are guaranteed to receive over time while the Lifetime Withdrawal Guarantee Benefit is in effect. We assess the Lifetime Withdrawal Guarantee Benefit charge as a percentage of the Total Guaranteed Withdrawal Amount. The initial Total Guaranteed Withdrawal Amount is equal to your initial purchase payment, without taking into account any purchase payment credits (i.e., credit or bonus payments). The Total Guaranteed Withdrawal Amount is increased by additional purchase payments (up to a maximum benefit amount of $5,000,000). If, however, a withdrawal results in cumulative withdrawals for the current Contract Year that exceed the Annual Benefit Payment, the Total Guaranteed Withdrawal Amount will be reduced by an amount equal to the difference between the Total Guaranteed Withdrawal Amount and the Account Balance after the withdrawal (if such Account Balance is lower than the Total Guaranteed Withdrawal Amount).

5% COMPOUNDING INCOME AMOUNT. On each Contract Anniversary until the earlier of: (a) the date of the first withdrawal from the Contract or (b) the tenth Contract Anniversary, the Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount are increased by an amount equal to 5% multiplied by the Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount before such increase (up to a maximum benefit amount of $5,000,000). The Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount may also be increased by the Automatic Annual Step-Up, if that would result in a higher Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount.

REMAINING GUARANTEED WITHDRAWAL AMOUNT. The Remaining Guaranteed Withdrawal Amount is the remaining amount guaranteed to be received over time. The Remaining Guaranteed Withdrawal Amount is calculated in the same manner as the Total Guaranteed Withdrawal Amount, with the exception that all withdrawals (including applicable withdrawal charges) reduce the Remaining Guaranteed Withdrawal Amount, not just withdrawals that exceed the Annual

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Benefit Payment (as with the Total Guaranteed Withdrawal Amount). The Remaining Guaranteed Withdrawal Amount is also increased by the 5% Compounding Income Amount, as described above.

TAKING YOUR FIRST WITHDRAWAL.

- If you take your first withdrawal before the date you reach age 59 1/2, we will continue to pay the Annual Benefit Payment each year until the Remaining Guaranteed Withdrawal Amount is depleted, even if your Account Balance declines to zero.

- If you take your first withdrawal on or after the date you reach age 59 1/2, we will continue to pay the Annual Benefit Payment each year for the rest of your life, even if your Remaining Guaranteed Withdrawal Amount and/or Account Balance declines to zero.

You should carefully consider when to begin taking withdrawals if you have elected the Lifetime Withdrawal Guarantee Benefit. If you begin withdrawals too soon, your Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount are no longer increased by the 5% annual compounding increase. On the other hand, if you delay taking withdrawals for too long, you may limit the number of payments you receive while you are alive (due to life expectancy), while your beneficiaries, however, will receive the Remaining Guaranteed Withdrawal Amount over time.

At any time during the pay-in phase, you can elect to annuitize under current annuity rates in lieu of continuing the Lifetime Withdrawal Guarantee Benefit. This may provide higher income amounts and/or different tax treatment than the payments received under the Lifetime Withdrawal Guarantee Benefit.

EFFECT OF OUTSTANDING LOANS ON THE TOTAL GUARANTEED WITHDRAWAL AMOUNT AND REMAINING GUARANTEED WITHDRAWAL AMOUNT. If there is an outstanding loan balance (including loans in default which we cannot offset or collect due to tax restrictions), any additional withdrawals will be treated as withdrawals in excess of the Annual Benefit Payment. In that event, the Total Guaranteed Withdrawal Amount will be reduced. The reduction will be equal to the difference between the Total Guaranteed Withdrawal Amount after the withdrawal and the Account Balance after the withdrawal. If the Account Balance after the withdrawal and minus any loan in default is higher than the Total Guaranteed Withdrawal Amount, no reduction will be made.

In the event an outstanding loan balance is in default and we can withdraw the defaulted amount from your Account Balance, if the amount of the default does not exceed the Annual Benefit Payment, then the Total Guaranteed Withdrawal Amount will not be decreased. If the amount of the default exceeds the Annual Benefit Payment, the Total Guaranteed Withdrawal Amount will be reduced. The reduction will be equal to the difference between the Total Guaranteed Withdrawal Amount after the withdrawal and the Account Balance after the withdrawal. If the Account Balance after the withdrawal and minus any loan in default is higher than the Total Guaranteed Withdrawal Amount, no reduction will be made.

Also, an additional reduction will be made to the Remaining Guaranteed Withdrawal Amount. This additional reduction will be equal to the difference between the Remaining Guaranteed Withdrawal Amount after the withdrawal and the Account Balance after the withdrawal. If the Account Balance after the withdrawal and minus any loan in default is higher than the Remaining Guaranteed Withdrawal Amount, no reduction will be made.

ANNUAL BENEFIT PAYMENT. The initial Annual Benefit Payment is equal to the initial Total Guaranteed Withdrawal Amount multiplied by the 5% withdrawal rate. If the Total Guaranteed Withdrawal Amount is later recalculated (for example, because of additional purchase payments, the 5% compounding amount, the Automatic Annual Step-Up, or withdrawals greater than the Annual Benefit Payment), the Annual Benefit Payment is reset equal to the new Total Guaranteed Withdrawal Amount multiplied by the 5% withdrawal rate.

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It is important that you carefully manage your annual withdrawals. To ensure that you retain the full guarantees of this benefit, your annual withdrawals cannot exceed the Annual Benefit Payment each Contract Year. If a withdrawal charge does apply, the charge is not included in the amount withdrawn for the purpose of calculating whether annual withdrawals during a Contract Year exceed the Annual Benefit Payment. If a withdrawal from your Contract does result in annual withdrawals during a Contract Year exceeding the Annual Benefit Payment, the Total Guaranteed Withdrawal Amount will be recalculated and the Annual Benefit Payment will be reduced to the new Total Guaranteed Withdrawal Amount multiplied by the 5% withdrawal rate. In addition, as noted above, if a withdrawal results in cumulative withdrawals for the current Contract Year exceeding the Annual Benefit Payment, the Remaining Guaranteed Withdrawal Amount will also be reduced by an additional amount equal to the difference between the Remaining Guaranteed Withdrawal Amount after the withdrawal and the account value after the withdrawal (if such account value is lower than the Remaining Guaranteed Withdrawal Amount). These reductions in the Total Guaranteed Withdrawal Amount, Annual Benefit Payment, and Remaining Guaranteed Withdrawal Amount may be significant. You are still eligible to receive either lifetime payments or the remainder of the Remaining Guaranteed Withdrawal Amount so long as the withdrawal that exceeded the Annual Benefit Payment did not cause your Account Balance to decline to zero.

You can always take annual withdrawals less than the Annual Benefit Payment. However, if you choose to receive only a part of your Annual Benefit Payment in any given Contract Year, your Annual Benefit Payment is not cumulative and your Remaining Guaranteed Withdrawal Amount and Annual Benefit Payment will not increase. For example, since your Annual Benefit Payment is 5% of your Remaining Guaranteed Withdrawal Amount, you cannot withdraw 3% in one year and then withdraw 7% the next year without exceeding your Annual Benefit Payment in the second year.

SYSTEMATIC WITHDRAWAL PROGRAM. If available in your state, you may choose to take your Annual Benefit Payment under the Systematic Withdrawal Program, including the first Contract Year. If you do so, any withdrawal charges that would otherwise apply to such withdrawals will be waived. Your Systematic Withdrawal Program withdrawal amount will be adjusted on each Contract Anniversary for any changes in the Annual Benefit Payment as a result of Automatic Annual Step-Ups, additional purchase payments or transfers received during the Contract Year. Any withdrawals taken outside of the Systematic Withdrawal Program will cause the Systematic Withdrawal Program to terminate. If the commencement of the Systematic Withdrawal Program does not coincide with a Contract Anniversary, the initial Systematic Withdrawal Program period will be adjusted to end on a Contract Anniversary.

AUTOMATIC ANNUAL STEP-UP. On each Contract Anniversary prior to the owner's 86th birthday, an Automatic Annual Step-Up will occur, provided that the Account Balance exceeds the Total Guaranteed Withdrawal Amount immediately before the Step-Up (and provided that you have not chosen to decline the Step-Up as described below).

The Automatic Annual Step-Up will:

- reset the Total Guaranteed Withdrawal Amount and the Remaining Guaranteed Withdrawal Amount to the Account Balance on the date of the Step-Up, up to a maximum of $5,000,000.

- reset the Annual Benefit Payment equal to 5% of the Total Guaranteed Withdrawal Amount after the Step-Up, and

- reset the Lifetime Withdrawal Guarantee Benefit charge to the then current charge, up to a maximum of 0.95% for the same optional benefit.

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

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Once you notify us of your decision to decline the Automatic Annual Step-Up, you will no longer be eligible for future Automatic Annual Step-Ups unless you notify us in writing at our Administrative Office that you wish to reinstate the Step-Ups. This reinstatement will take effect at the next Contract Anniversary after we receive your request for reinstatement. Please note that the Automatic Annual Step-up may be of limited benefit if you intend to make purchase payments that would cause your Account Balance to approach $5,000,000 because the Total Guaranteed Withdrawal Amount and Remaining Guaranteed Withdrawal Amount cannot exceed $5,000,000.

REQUIRED MINIMUM DISTRIBUTIONS. You may be required to take withdrawals to fulfill minimum distribution requirements generally beginning at age 70 1/2. These required distributions may be larger than your Annual Benefit Payment. After the first Contract Year, we will increase your Annual Benefit Payment to equal your required minimum distribution amount for that year, if such amounts are greater than your Annual Benefit Payment. You must be enrolled in the automated required minimum distribution service to qualify for this increase in the Annual Benefit Payment. The frequency of your withdrawals must be annual. The automated required minimum distribution service is based on information relating to this Contract only. To enroll in the automated required minimum distribution service, please contact your Administrative Office.

INVESTMENT ALLOCATION RESTRICTIONS. If you elect the Lifetime Withdrawal Guarantee Benefit, you are limited to allocating your purchase payments and Account Balance among the Fixed Interest Account and the following investment divisions:

1. MetLife Conservative Allocation Investment Division

2. MetLife Conservative to Moderate Allocation Investment Division

3. MetLife Moderate Allocation Investment Division

4. MetLife Moderate to Aggressive Allocation Investment Division

CANCELLATION. You may elect to cancel the Lifetime Withdrawal Guarantee Benefit every fifth Contract Anniversary for the first fifteen Contract Years and annually thereafter. We must receive your cancellation request within 30 days following the eligible Contract Anniversary in writing at our Administrative Office. The cancellation will take effect on the day we receive your request. If cancelled, the Lifetime Withdrawal Guarantee Benefit will terminate, we will no longer deduct the Lifetime Withdrawal Guarantee Benefit charge, and the allocation restrictions described above will no longer apply. The contract, however, will continue.

TERMINATION. The Lifetime Withdrawal Guarantee Benefit will terminate upon the earliest of:

1. The date of a full withdrawal of the Account Balance (A pro rata portion of the annual charge will apply; you are still eligible to receive either the Remaining Guaranteed Withdrawal Amount or lifetime payments provided the withdrawal did not exceed the Annual Benefit Payment and the provisions and conditions of this optional benefit have been met);

2. The date the Account Balance is applied to a pay-out option (A pro-rata portion of the annual charge for this rider will apply);

3. When your Account Balance is not sufficient to pay the charge for this benefit (whatever is available to pay the annual charge for the rider will

apply; you are still eligible to receive either the Remaining Guaranteed Withdrawal Amount or lifetime payments, provided the provisions and conditions of this optional benefit have been met);

4. The date a defaulted loan balance, once offset, causes the Account Balance to reduce to zero;

5. The Contract owner dies;

6. There is a change in contract owner, for any reason, unless we agree otherwise (A pro-rata portion of the annual charge for this rider will apply);

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7. The Deferred Annuity is terminated (A pro-rata portion of the annual charge for this rider will apply) or;

8. Cancellation of this benefit.

The Lifetime Withdrawal Guarantee Benefit may affect the death benefit available under your Contract. If the Owner should die while the Lifetime Withdrawal Guarantee Benefit is in effect, an additional death benefit amount will be calculated under the Lifetime Withdrawal Guarantee Benefit that can be taken in a lump sum. The Lifetime Withdrawal Guarantee Benefit death benefit amount that may be taken as a lump sum will be equal to total purchase payments less any partial withdrawals and any outstanding loan balance. If this death benefit amount is greater than the death benefit provided by your Contract, and if withdrawals in each Contract Year did not exceed the Annual Benefit Payment, then this death benefit amount will be paid instead of the death benefit provided by the Contract. All other provisions of your Contract's death benefit will apply.

Alternatively, the beneficiary may elect to receive the Remaining Guaranteed Withdrawal Amount as a death benefit, in which case we will pay the Remaining Guaranteed Withdrawal Amount on a monthly basis (or any mutually agreed upon frequency, but no less frequently than annually) until the Remaining Guaranteed Withdrawal Amount is exhausted. This death benefit will be paid instead of the applicable contractual death benefit (the basic death benefit, the additional death benefit amount calculated under the Lifetime Withdrawal Guarantee Benefit as described above, or the Annual Step-up Death Benefit, if that benefit had been purchased by the owner). Otherwise, the provisions of those contractual death benefits will determine the amount of the death benefit. Except as may be required by the Internal Revenue Code, an annual payment will not exceed the Annual Benefit Payment. If your beneficiary dies while such payments are made, we will continue making the payments to the beneficiary's estate unless we have agreed to another payee in writing. Federal income tax law generally requires that such payments be substantially equal and begin over a period no longer than the beneficiary's remaining life expectancy with payments beginning no later than the end of the calendar year immediately following the year of your death.

We reserve the right to accelerate any payment that is less than $500 or to comply with requirements under the Internal Revenue Code (including minimum distribution requirement). If you terminate the Lifetime Withdrawal Guarantee Benefit because (1) you make a total withdrawal of your Account Balance; (2) your Account Balance is insufficient to pay the Lifetime Withdrawal Guarantee Benefit charge; or (3) the contract owner dies, you may not make additional purchase payments under the Contract.

The Lifetime Withdrawal Guarantee Benefit is available in Deferred Annuities purchased after April 30, 2009, for an additional charge of 0.70% of the Total Guaranteed Withdrawal Amount, deducted at the end of each Contract Year by withdrawing amounts on a pro-rata basis from your Fixed Interest Account Balance and Separate Account Balance, after applying any 5% Compounding Income Amount and prior to taking into account any Automatic Annual Step-Up occurring on the Contract Anniversary. We take amounts from the Separate Account by canceling accumulation units from your Separate Account balance. If an Automatic Annual Step-Up occurs under a Lifetime Withdrawal Guarantee Benefit, we may increase the Lifetime Withdrawal Guarantee Benefit charge to the then current charge for the same optional benefit, but no more than a maximum of 0.95%. If the Lifetime Withdrawal Guarantee Benefit is in effect, the charge will continue even if your Remaining Guaranteed Withdrawal Amount equals zero.

EXAMPLES

The purpose of these examples is to illustrate the operation of the Guaranteed Withdrawal Benefit. The investment results shown are hypothetical and are not representative of past or future performance. Actual investment results may be more or less than those shown and will depend upon a number of factors, including investment allocations and the investment experience of the investment divisions chosen. The examples do not reflect the deduction of fees and charges, withdrawal charges and applicable income taxes and penalties. For purposes of the examples, it is assumed that no loans have been taken.

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A. Lifetime Withdrawal Guarantee Benefit

1. When Withdrawals Do Not Exceed the Annual Benefit Payment

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

Assume that $5,000 is withdrawn each year, beginning before the contract owner attains age 59 1/2. The Remaining Guaranteed Withdrawal Amount is reduced by $5,000 each year as withdrawals are taken (the Guaranteed Total Withdrawal Amount is not reduced by these withdrawals). The Annual Benefit Payment of $5,000 is guaranteed to be received until the Remaining Guaranteed Withdrawal Amount is depleted, even if the Account Balance is reduced to zero.

If the first withdrawal is taken after age 59 1/2, then the Annual Benefit Payment of $5,000 is guaranteed to be received for the owner's lifetime, even if the Remaining Guaranteed Withdrawal Amount and the Account Balance are reduced to zero.

[CHART]

	Annual Benefit Payment	Cumulative Withdrawals	Account Balance
1	$5,000	$ 5,000	$100,000.00
2	5,000	10,000	90,250.00
3	5,000	15,000	80,987.50
4	5,000	20,000	72,188.13
5	5,000	25,000	63,828.72
6	5,000	30,000	55,887.28
7	5,000	35,000	48,342.92

8	5,000	40,000	41,175.77
9	5,000	45,000	34,366.98
10	5,000	50,000	27,898.63
11	5,000	55,000	21,753.70
12	5,000	60,000	15,916.02
13	5,000	65,000	10,370.22
14	5,000	70,000	5,101.71
15	5,000	75,000	96.62
16	5,000	80,000	0
17	5,000	85,000	0
18	5,000	90,000	-13,466.53
19	5,000	95,000	0
20	5,000	100,000	0

2. When Withdrawals Do Exceed the Annual Benefit Payment

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

Assume that the Remaining Guaranteed Withdrawal Amount is reduced to $95,000 due to a withdrawal of $5,000 in the first year. Assume the Account Balance was further reduced to $75,000 at year two due to poor market performance. If you withdrew $10,000 at this time, your Account Balance would be reduced to $75,000 - $10,000 = $65,000. Your Remaining Guaranteed Withdrawal Amount would be reduced to $95,000 - $10,000 = $85,000. Since the withdrawal of $10,000 exceeded the Annual Benefit Payment of $5,000 and the resulting Remaining Guaranteed Withdrawal Amount would be greater than the resulting Account Balance, there would be an additional reduction to the Remaining Guaranteed Withdrawal Amount. The Remaining Guaranteed Withdrawal Amount after the withdrawal would be set equal to the Account Balance after the withdrawal ($65,000). This new Remaining Guaranteed Withdrawal Amount of $65,000 would

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now be the amount guaranteed to be available to be withdrawn over time. The Total Guaranteed Withdrawal Amount would also be reduced to $65,000. The Annual

Benefit Payment would be set equal to 5% X $65,000 = $3,250.

B. Lifetime Withdrawal Guarantee Benefit -- 5% Compounding Amount

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

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

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

If the first withdrawal is taken in the second Contract Year then the Total Guaranteed Withdrawal Amount would increase to $105,000 ($100,000 x 105%), and the Annual Benefit Payment would increase to $5,250 ($105,000 x 5%).

If the first withdrawal is taken in the third Contract Year then the Total Guaranteed Withdrawal Amount would increase to $110,250 ($105,000 x 105%), and the Annual Benefit Payment would increase to $5,513 ($110,250 x 5%).

If the first withdrawal is taken after the 10th Contract Year then the Total Guaranteed Withdrawal Amount would increase to $162,890 (the initial $100,000, increased by 5% per year, compounded annually for 10 years), and the Annual Benefit Payment would increase to $8,144 ($162,890 x 5%).

[Lifetime GWB - 5% Compounding Amount CHART]

C. Lifetime Withdrawal Guarantee Benefit -- Automatic Annual Step-Ups and 5% Compounding Amount (No Withdrawals or loans)

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Assume that a contract had an initial purchase payment of $100,000. Assume that no withdrawals or loans are taken.

At the first Contract Anniversary, provided that no withdrawals or loans are taken, the Total Guaranteed Withdrawal Amount is increased to $105,000 ($100,000 increased by 5%, compounded annually). Assume the Account Balance has increased to $110,000 at the first Contract Anniversary due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from $105,000 to $110,000 and reset the Annual Benefit Payment to $5,500 ($110,000 x 5%).

At the second Contract Anniversary, provided that no withdrawals or loans are taken, the Total Guaranteed Withdrawal Amount is increased to $115,500 ($110,000 increased by 5%, compounded annually). Assume the Account Balance has increased to $120,000 at the second Contract Anniversary due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from $115,500 to $120,000 and reset the Annual Benefit Payment to $6,000 ($120,000 x 5%).

Provided that no withdrawals or loans are taken, each year the Total Guaranteed Withdrawal Amount would increase by 5%, compounded annually, from the second Contract Anniversary through the ninth Contract Anniversary, and at that point would be equal to $168,852. Assume that during these contract years the Account Balance does not exceed the Total Guaranteed Withdrawal Amount due to poor market performance. Assume the Account Balance at the ninth Contract Anniversary has increased to $180,000 due to good market performance. The Automatic Annual Step-Up will increase the Total Guaranteed Withdrawal Amount from $168,852 to $180,000 and reset the Annual Benefit Payment to $9,000 ($180,000 x 5%).

At the 10th Contract Anniversary, provided that no withdrawals or loans are taken, the Total Guaranteed Withdrawal Amount is increased to $189,000 ($180,000 increased by 5%, compounded annually). Assume the Account Balance is less than $189,000. There is no Automatic Annual Step-Up since the Account Balance is below the Total Guaranteed Withdrawal Amount; however, due to the 5% increase in the Total Guaranteed Withdrawal Amount, the Annual Benefit Payment is increased to $9,450 ($189,000 x 5%).

LIFETIME WITHDRAWAL GUARANTEE BENEFIT--AUTOMATIC ANNUAL STEP-UPS AND 5% COMPOUNDING AMOUNT (NO WITHDRAWALS OR LOANS)

[CHART]

PAY-OUT OPTIONS (OR INCOME OPTIONS)

You may convert your Deferred Annuity into a regular stream of income after your "pay-in" or "accumulation" phase. The pay-out phase is often referred to as either "annuitizing" your Contract or taking an income annuity. When you select your pay-out option, you will be able to choose from the range of options we then have available. You have the

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flexibility to select a stream of income to meet your needs. If you decide you want a pay-out option, we withdraw some or all of your Account Balance (less any premium taxes, applicable contract fees and any outstanding loans), then we apply the net amount to the option. See " Income Taxes" for a discussion of partial annuitizations. You are not required to hold your Deferred Annuity for any minimum time period before you may annuitize. However, you may not be older than 95 years old to select a pay-out option (90 in New York State). Although guaranteed annuity rates for the e Bonus Class are the same as those for the e Class of the Deferred Annuity, current rates for the e Bonus Class may be lower than the e Class of the Deferred Annuity. You must convert at least $5,000 of your Account Balance to receive income payments. Please be aware that once your contract is annuitized you are ineligible to receive the Death Benefit you have selected. Additionally, if you have selected the Guaranteed Minimum Income Benefit or Lifetime Withdrawal Guarantee Benefit, annuitizing your contract terminates the rider and any death benefit provided by the rider.

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

- Payments guaranteed by us for the rest of your life (or for the rest of two lives) or the rest of your life (or for the rest of two lives) with a guaranteed period; and

- A fixed dollar payment or a variable payment.

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

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

We do not guarantee that your variable payments will be a specific amount of money. You may choose to have a portion of the payment fixed and guaranteed under the Fixed Income Option.

INCOME PAYMENT TYPES

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

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

- Contract Owner: the person or entity which has all rights including the right to direct who receives payment.

- Annuitant: the natural person whose life is the measure for determining the duration and the dollar amount of payments.

- Beneficiary: the person who receives continuing payments or a lump sum payment, if any, if the contract owner dies.

The following income payment types are currently available. We may make available other income payment types if you so request and we agree. Due to underwriting or Internal Revenue Code considerations the choice of percentage reductions and/or the duration of the guarantee period may be limited.

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

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

Many times the contract owner and the annuitant are the same person.

When deciding how to receive income, consider:

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

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

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

ALLOCATION

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

MINIMUM SIZE OF YOUR INCOME PAYMENT

Your initial income payment must be at least $100. If you live in Massachusetts, the initial income payment must be at least $20. This means that the amount used from a Deferred Annuity to provide a pay-out option must be large enough to produce this minimum initial income payment.

THE VALUE OF YOUR INCOME PAYMENTS

AMOUNT OF INCOME PAYMENTS

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

This initial variable income payment is computed based on the amount of the purchase payment applied to the specific investment division (net any applicable premium tax owed or Contract charge), the AIR, the age of the measuring lives

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and the income payment type selected. The initial payment amount is then divided by the Annuity Unit Value for the investment division to determine the number of annuity units held in that investment division. The number of annuity units held remains the same for the duration of the Contract if no reallocations are made.

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

Each Deferred Annuity provides that, when a pay-out option is chosen, the payment to the annuitant will not be less than the payment produced by the then current Fixed Income Option purchase rates for that contract class. The purpose of this provision is to assure the annuitant that, at retirement, if the Fixed Income Option purchase rates for new contracts are significantly more favorable than the rates guaranteed by a Deferred Annuity of the same class, the annuitant will be given the benefit of the higher rates. Although guaranteed annuity rates for the eBonus Class are the same as for the other classes of the Deferred Annuity, current rates for the eBonus Class may be lower than the other classes of the Deferred Annuity and may be less than currently issued single payment immediate annuity contract rates.

ANNUITY UNITS

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

AIR

Your income payments are determined by using the AIR to benchmark the investment experience of the investment divisions you select. We currently offer an AIR of 3% or 4%. The higher your AIR, the higher your initial variable income payment will be. Your next variable income payment will increase approximately in proportion to the amount by which the investment experience (for the time period between the payments) for the underlying Portfolio minus the Standard Death Benefit Separate Account charge (the resulting number is the net investment return) exceeds the AIR (for the time period between the payments). Likewise, your next variable income payment will decrease to the approximate extent the investment experience (for the time period between the payments) for the underlying Portfolio minus the Standard Death Benefit Separate Account charge (the net investment return) is less than the AIR (for the time period between the payments). A lower AIR will result in a lower initial variable income payment, but subsequent variable income payments will increase more rapidly or decline more slowly than if you had elected a higher AIR as changes occur in the investment experience of the investment divisions.

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

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VALUATION

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

- First, we determine the change in investment experience (which reflects the deduction for any investment-related charge) for the underlying Portfolio from the previous trading day to the current trading day;

- Next, we subtract the daily equivalent of the Standard Death Benefit Separate Account charge for each day since the last day the Annuity Unit Value was calculated; the resulting number is the net investment return.

- Then, we multiply by an adjustment based on your AIR for each day since the last Annuity Unit Value was calculated; and

- Finally, we multiply the previous Annuity Unit Value by this result.

REALLOCATION PRIVILEGE

During the pay-out phase of the Deferred Annuity, you may make reallocations among investment divisions or from the investment divisions to the Fixed Income Option. Once you reallocate your income payment money into the Fixed Income Option, you may not later reallocate it into an investment division. There is no withdrawal charge to make a reallocation.

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

- The percentage of the income payment to be reallocated;

- The investment divisions (or Fixed Income Option) to which you want to reallocate your income payment; and

- The investment divisions from which you want to reallocate your income payment.

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

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

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

- Second, we use the AIR to calculate an updated annuity purchase rate based upon your age, if applicable, and expected future income payments at the time of the reallocation;

- Third, we calculate another updated annuity purchase rate using our current annuity purchase rates for the Fixed Income Option on the date of your reallocation;

- Finally, we determine the adjusted payment amount by multiplying the updated income amount determined in the first step by the ratio of the annuity purchase rate determined in the second step divided by the annuity purchase rate determined in the third step.

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

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

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

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

- Suppose you choose to reallocate 40% of your income payment supported by investment division A to investment division B and the recalculated income payment supported by investment division A is $100. Then, your income payment supported by investment division B will be increased by $40 and your income payment supported by investment division A will be decreased by $40. (Changes will also be made to the number of annuity units in both investment divisions as well.)

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

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

CHARGES

You pay the Standard Death Benefit Separate Account charge for your Contract class during the pay-out phase of the Deferred Annuity. In addition, you pay the applicable investment-related charge during the pay-out phase of your Deferred Annuity. During the pay-out phase, we reserve the right to deduct the Annual Contract Fee. If we do so, it will be deducted pro-rata from each income payment. The Separate Account charges you pay will not reduce the number of annuity units credited to you. Instead, we deduct the charges as part of the calculation of the Annuity Unit Value.

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GENERAL INFORMATION

ADMINISTRATION

All transactions will be processed in the manner described below.

PURCHASE PAYMENTS

Purchase payments may be sent, by cashier's check or certified check made payable to "MetLife," to the Administrative Office, or MetLife sales office, if that office has been designated for this purpose. (We reserve the right to receive purchase payments by other means acceptable to us.) We do not accept cash, money orders or travelers checks. We will provide you with all necessary forms. We must have all documents in good order to credit your purchase payments. If you send your purchase payments or transaction requests to an address other than the one we have designated for receipt of such purchase payments or requests, we may return the purchase payment to you, or there may be delay in applying the purchase payment or transaction to your contract.

We accept Purchase Payments made by check or cashier's check. We do not accept cash, money orders or traveler's checks. We reserve the right to refuse purchase payments made via a personal check in excess of $100,000. Purchase payments over $100,000 may be accepted in other forms, including but not limited to, EFT/wire transfers, certified checks, corporate checks, and checks written on financial institutions. The form in which we receive a purchase payment may determine how soon subsequent disbursement requests may be fulfilled. (See "Access To Your Money.")

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

- On a day when the Accumulation Unit Value/Annuity Unit Value is not calculated, or

. After the close of the Exchange.

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

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

Under the Deferred Annuities, your employer or the group in which you are a participant or member must identify you on its reports to us and tell us how your money should be allocated among the investment divisions and the Fixed Interest Account, if available.

CONFIRMING TRANSACTIONS

You will receive a written statement confirming that a transaction was recently completed. Certain transactions made on a periodic basis, such as, Systematic Withdrawal Program payments, and automated investment strategy transfers, may be confirmed quarterly. Salary reduction or deduction purchase payments under the TSA and TSA ERISA Deferred Annuity are confirmed quarterly. Unless you inform us of any errors within 60 days of receipt, we will consider these communications to be accurate and complete.

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PROCESSING TRANSACTIONS

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

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

BY TELEPHONE OR INTERNET

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

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

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

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

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

. any inaccuracy, error, or delay in or omission of any information you transmit or deliver to us; or

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

AFTER YOUR DEATH

If we are presented in good order with notification of your death before any requested transaction is completed (including transactions under automated investment strategies), we will cancel the request and pay your beneficiary the death benefit instead. If you are receiving income payments, we will cancel the request and continue making payments to your beneficiary if your income type so provides. Or, depending on the income type, we may continue making payments to a joint annuitant.

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MISSTATEMENT

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

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

THIRD PARTY REQUESTS

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

VALUATION -- SUSPENSION OF PAYMENTS

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

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

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

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

- during any other period when the Securities and Exchange Commission by order so permits.

ADVERTISING PERFORMANCE

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

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

YIELD is the net income generated by an investment in a particular investment division for 30 days or a month. These figures are expressed as percentages. This percentage yield is compounded semiannually. For the money market investment division, we state yield for a seven day period.

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CHANGE IN ACCUMULATION/ANNUITY UNIT VALUE ("Non-Standard Performance") is calculated by determining the percentage change in the value of an accumulation (or annuity) unit for a certain period. These numbers may also be annualized. Change in Accumulation/Annuity Unit Value may be used to demonstrate performance for a hypothetical investment (such as $10,000) over a specified period. These performance numbers reflect the deduction of the Separate Account charges (with the Basic Death Benefit), the additional Separate Account charge for the American Funds Bond, American Funds Growth, American Funds Growth-Income and American Funds Global Small Capitalization investment divisions and the Annual Contract Fee; however, yield and change in Accumulation/Annuity Unit Value performance do not reflect the possible imposition of withdrawal charges, the charge for the Guaranteed Minimum Income Benefit and the charge for the Lifetime Withdrawal Guarantee Benefit. Withdrawal charges would reduce performance experience.

AVERAGE ANNUAL TOTAL RETURN ("Standard Performance") calculations reflect the Separate Account charge (with the Standard Death Benefit), the additional Separate Account charge for the American Funds Growth, American Funds Growth-Income, American Funds Bond and American Funds Global Small Capitalization investment divisions and the Annual Contract Fee and applicable withdrawal charges since the investment division inception date, which is the date the corresponding Portfolio or predecessor Portfolio was first offered under the Separate Account that funds the Deferred Annuity. These figures also assume a steady annual rate of return. They assume that combination of optional benefits (including the Annual Step Up Death Benefit) that would produce the greatest total Separate Account charge.

Performance figures will vary among the various classes of the Deferred Annuities and the investment divisions as a result of different Separate

Account charges and withdrawal charges.

We may calculate performance for certain investment strategies including Equity Generator and each asset allocation model of the Index Selector. We calculate the performance as a percentage by presuming a certain dollar value at the beginning of a period and comparing this dollar value with the dollar value based on historical performance at the end of that period. We assume that the Separate Account charge reflects the Standard Death Benefit. The information does not assume the charge for the Guaranteed Minimum Income Benefit or Lifetime Withdrawal Guarantee Benefit. This percentage return assumes that there have been no withdrawals or other unrelated transactions.

For purposes of presentation of Non-Standard Performance, we may assume that the Deferred Annuities were in existence prior to the inception date of the investment divisions in the Separate Account that funds the Deferred Annuity. In these cases, we calculate performance based on the historical performance of the underlying Metropolitan Fund, Calvert Fund, Met Investors Fund and American Funds(R) Portfolios since the Portfolio inception date. We use the actual accumulation unit or annuity unit data after the inception date. Any performance data that includes all or a portion of the time between the Portfolio inception date and the investment division inception date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Deferred Annuity had been introduced as of the Portfolio inception date.

We may also present average annual total return calculations which reflect all Separate Account charges and applicable withdrawal charges since the Portfolio inception date. We use the actual accumulation unit or annuity unit data after the inception date. Any performance data that includes all or a portion of the time between the Portfolio inception date and the investment division inception date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Deferred Annuity had been introduced as of the Portfolio inception date.

Past performance is no guarantee of future results.

We may demonstrate hypothetical future values of Account Balances over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios. These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the weighted average of investment-related charges for all Portfolios to depict investment-related charges.

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We may demonstrate hypothetical future values of Account Balances for a specific Portfolio based upon the assumed rates of return previously described, the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the investment-related charges for the specific Portfolio to depict investment-related charges.

We may demonstrate the hypothetical historical value of each optional benefit for a specified period based on historical net asset values of the Portfolios and the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., unisex, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, the investment-related charge and the charge for the optional benefit being illustrated.

We may demonstrate hypothetical future values of each optional benefit over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., unisex, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, the weighted average of investment-related charges for all Portfolios to depict investment-related charges and the charge for the optional benefit being illustrated.

We may demonstrate hypothetical values of income payments over a specified period based on historical net asset values of the Portfolios and the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., unisex, age 65). These presentations reflect the deduction of the Separate Account charge, the investment-related charge and the Annual Contract Fee, if any.

We may demonstrate hypothetical future values of income payments over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., unisex, age 65). These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the weighted average of investment-related charges for all Portfolios to depict investment-related charges.

Any illustration should not be relied on as a guarantee of future results.

CHANGES TO YOUR DEFERRED ANNUITY

We have the right to make certain changes to your Deferred Annuity, but only as permitted by law. We make changes when we think they would best serve the interest of annuity owners or would be appropriate in carrying out the purposes of the Deferred Annuity. If the law requires, we will also get your approval and the approval of any appropriate regulatory authorities. Examples of the changes we may make include:

- To operate the Separate Account in any form permitted by law.

- To take any action necessary to comply with or obtain and continue any exemptions under the law (including favorable treatment under the Federal income tax laws, including limiting the number, frequency or types of transfers/reallocations permitted).

- To transfer any assets in an investment division to another investment division, or to one or more separate accounts, or to our general account, or to add, combine or remove investment divisions in the Separate Account.

- To substitute for the Portfolio shares in any investment division, the shares of another class of the Metropolitan Fund, the Calvert Fund, the Met Investors Fund or the shares of another investment company or any other investment permitted by law.

- To make any necessary technical changes in the Deferred Annuities in order to conform with any of the above-described actions.

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If any changes result in a material change in the underlying investments of an investment division in which you have a balance or an allocation, we will notify you of the change. You may then make a new choice of investment divisions. For Deferred Annuities issued in Pennsylvania, we will ask your approval before making any technical changes.

VOTING RIGHTS

Based on our current view of applicable law, you have voting interests under your Deferred Annuity concerning Metropolitan Fund, Calvert Fund, Met Investors Fund or American Funds(R) proposals that are subject to a shareholder vote. Therefore, you are entitled to give us instructions for the number of shares which are deemed attributable to your Deferred Annuity.

We will vote the shares of each of the underlying Portfolios held by the Separate Account based on instructions we receive from those having a voting interest in the corresponding investment divisions. However, if the law or the interpretation of the law changes, we may decide to exercise the right to vote the Portfolio's shares based on our own judgment.

You are entitled to give instructions regarding the votes attributable to your Deferred Annuity in your sole discretion.

There are certain circumstances under which we may disregard voting instructions. However, in this event, a summary of our action and the reasons for such action will appear in the next semiannual report. If we do not receive your voting instructions, we will vote your interest in the same proportion as represented by the votes we receive from other investors. The effect of this proportional voting is that a small number of contract owners may control the outcome of a vote. Shares of the Metropolitan Fund, the Calvert Fund, the Met Investors Fund or the American Funds(R) that are owned by our general account or by any of our unregistered separate accounts will be voted in the same proportion as the aggregate of:

- The shares for which voting instructions are received, and

- The shares that are voted in proportion to such voting instructions.

However, if the law or the interpretation of the law changes, we may decide to exercise the right to vote the Portfolio's shares based on our judgment.

WHO SELLS THE DEFERRED ANNUITIES

MetLife Investors Distribution Company ("MLIDC") is the principal underwriter and distributor of the securities offered through this

Prospectus. MLIDC, which is our affiliate, also acts as the principal underwriter and distributor of some of the other variable annuity contracts and variable life insurance policies we and our affiliated companies issue. We reimburse MLIDC for expenses MLIDC incurs in distributing the Deferred Annuities (e.g., commissions payable to the retail broker-dealers who sell the Deferred Annuities, including our affiliated broker-dealers). MLIDC does not retain any fees under the Deferred Annuities.

MLIDC's principal executive offices are located at 5 Park Plaza, Suite 1900, Irvine, California 92614. MLIDC is registered as a broker-dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as well as the securities commissions in the states in which it operates, and is a member of the Financial Industry Regulatory Authority ("FINRA"). An investor brochure that includes information describing FINRA's Public Disclosure Program is available by calling FINRA's Public Disclosure Program hotline at 1-800-289-9999, or by visiting FINRA's website at www.finra.org.

Deferred Annuities are sold through our licensed sales representatives who are associated with MetLife Securities, Inc. ("MSI"), our affiliate and a broker-dealer, which is paid compensation for the promotion and sale of the Deferred Annuities. Previously, Metropolitan Life Insurance Company was the broker-dealer through which MetLife sales representatives sold the Deferred Annuities. The Deferred Annuities are also sold through the registered representatives

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of our other affiliated broker-dealers. MSI and our affiliated broker-dealers are registered with the SEC as broker-dealers under the Securities Exchange Act of 1934 and are also members of FINRA. The Deferred Annuities may also be sold through other registered broker-dealers. Deferred Annuities may also be sold through the mail and over the Internet.

There is no front-end sales load deducted from purchase payments to pay sales commissions. Distribution costs are recovered through the Separate Account charge. Our sales representatives in our MetLife Resources division must meet a minimum level of sales production in order to maintain employment with us. MetLife sales representatives who are not in our MetLife Resources division ("non-MetLife Resources MetLife sales representatives") must meet a minimum level of sales of proprietary products in order to maintain employment with us.

Non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives receive cash payments for the products they sell and service based upon a 'gross dealer concession' model. With respect to the Deferred Annuities, the gross dealer concession ranges from 0.75% to 9% (depending on the class purchased) of each purchase payment each year the Contract is in force and, starting in the second Contract Year, ranges from 0.25% to 1.00% (depending on the class purchased) of the Account Balance each year that the Contract is in force for servicing the Deferred Annuity. Gross dealer concession may also be paid when the Contract is annuitized. The amount of this gross dealer concession payable upon annuitization depends on several factors, including the number of years the Deferred Annuity has been in force. Compensation to the sales representative is all or part of the gross dealer concession. Compensation to sales representatives in the MetLife Resources division is based upon premiums and purchase payments applied to all products sold and serviced by the representative. Compensation to non-MetLife Resources MetLife sales representatives is determined based upon a formula that recognizes premiums and purchase payments applied to proprietary products sold and serviced by the representative as well as certain premiums and purchase payments applied to non-proprietary products sold by the representative. Proprietary products are those issued by us or our affiliates. Because one of the factors determining the percentage of gross dealer concession that applies to a non-MetLife Resources MetLife sales representative's compensation is sales of proprietary products, these sales representatives have an incentive to favor the sale of proprietary products. Because non-MetLife Resources MetLife sales managers' compensation is based upon the sales made by the representatives they supervise, these sales managers also have an incentive to favor the sale of proprietary products.

Non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives and their managers and the sales representatives and managers of our affiliates may be eligible for additional cash compensation, such as bonuses, equity awards (such as stock options), training allowances, supplemental salary, financial arrangements, marketing support, medical and other insurance benefits, and retirement benefits and other benefits based primarily on the amount of proprietary products sold. Because additional cash compensation paid to non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives and their managers and the sales representatives and their managers of our affiliates is based primarily on the sale of proprietary products, non-MetLife Resources MetLife sales representatives and MetLife Resources sales representatives and their managers and the sales representatives and their managers of our affiliates have an incentive to favor the sale of proprietary products.

Sales representatives who meet certain productivity, persistency, and length of service standards and/or their managers may be eligible for additional cash compensation. Moreover, managers may be eligible for additional cash compensation based on the sales production of the sales representatives that the manager supervises.

Our sales representatives and their managers may be eligible for non-cash compensation incentives, such as conferences, trips, prizes and awards. Other non-cash compensation payments may be made for other services that are not directly related to the sale of products. These payments may include support services in the form of recruitment and training of personnel, production of promotional services and other support services.

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Other incentives and additional cash compensation provide sales representatives and their managers with an incentive to favor the sale of proprietary products. The business unit responsible for the operation of our distribution system is also paid.

MLIDC also pays compensation for the sale of the Deferred Annuities by affiliated broker-dealers. The compensation paid to affiliated broker-dealers for sales of the Deferred Annuities is generally not expected to exceed, on a present value basis, the aggregate amount of total compensation that is paid with respect to sales made through MetLife representatives. (The total compensation includes payments that we make to our business unit that is responsible for the operation of the distribution systems through which the Deferred Annuities are sold.) These firms pay their sales representatives all or a portion of the commissions received for their sales of Deferred Annuities; some firms may retain a portion of commissions. The amount that selling firms pass on to their sales representatives is determined in accordance with their internal compensation programs. Those programs may also include other types of cash and non-cash compensation and other benefits. Sales representatives of affiliated broker-dealers and their managers may be eligible for various cash benefits and non-cash compensation (as described above) that we may provide jointly with affiliated broker-dealers. Because of the receipt of this cash and non-cash compensation, sales representatives and their managers of our affiliated broker-dealers have an incentive to favor the sale of proprietary products.

MLIDC may also enter into preferred distribution arrangements with certain affiliated broker-dealer firms such as New England Securities Corporation, Walnut Street Securities, Inc. and Tower Square Securities, Inc. These arrangements are sometimes called "shelf space" arrangements. Under these arrangements, MLIDC may pay separate, additional compensation to the broker-dealer firm for services the broker-dealer firm provides in connection with the distribution of the Contracts. These services may include providing us with access to the distribution network of the broker-dealer firm, the hiring and training of the broker-dealer firm's sales personnel, the sponsoring of conferences and seminars by the broker-dealer firm, or general marketing services performed by the broker-dealer firm. The broker-dealer firm may also provide other services or incur other costs in connection with distributing the Contracts.

MLIDC also pays compensation for the sale of Contracts by unaffiliated broker-dealers. The compensation paid to unaffiliated broker-dealers for sales of the Deferred Annuities is generally not expected to exceed, on a present value basis, the aggregate amount of total compensation that is paid with respect to sales made through MetLife representatives. (The total compensation includes payments that we make to our business unit that is responsible for the operation of the distribution systems through which the Deferred annuities are sold.) Broker-dealers pay their sales representatives all or a portion of the commissions received for their sales of the Contracts. Some firms may retain a portion of commissions. The amount that the broker-dealer passes on to its sales representatives is determined in accordance with its internal compensation programs. Those programs may also include other types of cash and non-cash compensation and other benefits. We and our affiliates may also provide sales support in the form of training, sponsoring conferences, defraying expenses at vendor meetings, providing promotional literature and similar services. An unaffiliated broker-dealer or sales representative of an unaffiliated broker-dealer may receive different compensation for selling one product over another and/or may be inclined to favor one product provider over another product provider due to differing compensation rates. Ask your sales representative further information about what your sales representative and the broker-dealer for which he or she works may receive in connection with your purchase of a Contract.

We or our affiliates pay American Funds Distributors, Inc., the principal underwriter for the American Funds(R), a percentage of all purchase payments allocated to the American Funds Growth Portfolio, the American Funds Growth-Income Portfolio, American Funds Bond Portfolio and the American Funds

Global Small Capitalization Portfolio for the services it provides in marketing the Portfolios' shares in connection with the Deferred Annuity.

Gallatin Asset Management, Inc., an affiliate of A.G. Edwards serves as the sub-investment manager of the Cyclical Growth and Income ETF Portfolio and the Cyclical Growth ETF Portfolio (the "ETF Portfolios"). Accordingly, A.G. Edwards may benefit from assets allocated to the ETF Portfolios to the extent such assets result in profits to Gallatin Asset Management, Inc. (See the Statement of Additional Information for information on the management fees paid to Gallatin Asset

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Management, Inc. by Met Investors, the investment manager of the ETF Portfolios.) In addition, pursuant to agreements with A.G. Edwards, we or our affiliates pay to them a percentage fee on assets allocated to the ETF Portfolios in this and other contracts issued by us and/or our affiliates. It is conceivable that A.G. Edwards may have an incentive to recommend to customers that they allocate purchase payments and account value to the ETF Portfolios.

From time to time , MetLife pays organizations, associations and non-profit organizations fees to endorse or sponsor MetLife's variable annuity contracts. We may also obtain access to an organization's members to market our variable annuity contracts. These organizations are compensated for their endorsement or sponsorship of our variable annuity contracts in various ways. Primarily, they receive a flat fee from MetLife. We also compensate these organizations by our funding of their programs, scholarships, events or awards, such as a principal of the year award. We may also lease their office space or pay fees for display space at their events, purchase advertisements in their publications or reimburse or defray their expenses. In some cases, we hire the organizations to perform administrative services for us, for which they are paid a fee based upon a percentage of the Account Balances their members hold in the Contract. We also retain finders and consultants to introduce MetLife to potential clients and for establishing and maintaining relationships between MetLife and various organizations. The finders and consultants are primarily paid flat fees and may be reimbursed for their expenses. We or our affiliates may also pay duly licensed individuals associated with these organizations cash compensation for the sales of the Contracts.

FINANCIAL STATEMENTS [TO BE ADDED BY AMENDMENT]

YOUR SPOUSE'S RIGHTS

If you received your Contract through a qualified retirement plan and your plan is subject to ERISA (the Employee Retirement Income Security Act of 1974) and you are married, the income payments, withdrawal and loan provisions, and methods of payment of the death benefit under your Deferred Annuity may be subject to your spouse's rights.

If your benefit is worth $5,000 or less, your plan may provide for distribution of your entire interest in a lump sum without your spouse's consent.

For details or advice on how the law applies to your circumstances, consult your tax advisor or attorney.

WHEN WE CAN CANCEL YOUR DEFERRED ANNUITY

We may cancel your Deferred Annuity only if we do not receive any purchase payments from you for 24 consecutive months (36 consecutive months in New York State) and your Account Balance is less than $2,000. Accordingly, no Deferred Annuity will be terminated due solely to negative investment performance. We will only do so to the extent allowed by law. If we do so, we will return the full Account Balance, less any outstanding loans. Federal tax law may impose additional restrictions on our right to cancel your SEP and SIMPLE IRA Deferred Annuity.

The tax law may also restrict payment of surrender proceeds to participants under certain employer retirement plans prior to reaching certain permissible triggering events.

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INCOME TAXES

The following information on taxes is a general discussion of the subject. It is not intended as tax advice. The Internal Revenue Code (Code) is complex and subject to change regularly. Failure to comply with the tax law may result in significant adverse tax consequences and tax penalties. Consult your own tax advisor about your circumstances, any recent tax developments, and the impact of state income taxation. For purposes of this section, we address Deferred Annuities and income payments under the Deferred Annuities together.

You should read the general provisions and any sections relating to your type of annuity to familiarize yourself with some of the tax rules for your particular Contract.

You are responsible for determining whether your purchase of a Deferred Annuity, withdrawals, income payments and any other transactions under your Deferred Annuity satisfy applicable tax law. We are not responsible for determining if your employer's plan or arrangement satisfies the requirements of the Code and/or the Employee Retirement Income Security Act of 1974 (ERISA).

Where otherwise permitted under the Deferred Annuity, the transfer of ownership of a Deferred Annuity, the designation or change in designation of an annuitant, payee or other beneficiary who is not also a contract owner, the selection of certain maturity dates, the exchange of a Deferred Annuity, or the receipt of a Deferred Annuity in an exchange, may result in income tax and other tax consequences, including additional withholding, estate tax, gift tax and generation skipping transfer tax, that are not discussed in this Prospectus. The SAI may contain additional information. Please consult your tax adviser.

ANNUITY PURCHASES BY NONRESIDENT ALIENS AND FOREIGN CORPORATIONS

Purchasers that are not U.S. citizens or residents will generally be subject to U.S. Federal withholding tax on taxable distributions from annuity contracts at a 30% rate, unless a lower treaty rate applies. In addition, purchasers may be subject to state and/or municipal taxes and taxes that may be imposed by the purchaser's country of citizenship or residence. Prospective purchasers are advised to consult with a qualified tax adviser regarding U.S. state and foreign taxation with respect to purchasing an annuity contract.

MetLife does not expect to incur Federal, state or local income taxes on the earnings or realized capital gains attributable to the Separate Account. However, if we do incur such taxes in the future, we reserve the right to charge amounts allocated to the Separate Account for these taxes.

To the extent permitted under Federal tax law, we may claim the benefit of the corporate dividends received deduction and of certain foreign tax credits attributable to taxes paid by certain of the Portfolios to foreign jurisdictions.

GENERAL

Deferred annuities are a means of setting aside money for future needs- usually retirement. Congress recognizes how important saving for retirement is and has provided special rules in the Code.

All TSAs (ERISA and non-ERISA), 457(b), 403(a), IRAs (including SEPs and SIMPLEs) receive tax deferral under the Code. Although there are no additional tax benefits by funding such retirement arrangements with an annuity, doing so offers you additional insurance benefits such as the availability of a guaranteed income for life.

Under current federal income tax law, the taxable portion of distributions and withdrawals from variable annuity contracts (including TSAs, 457(b), 403(a) and IRAs) are subject to ordinary income tax and are not eligible for the lower tax rates that apply to long term capital gains and qualifying dividends.

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WITHDRAWALS

When money is withdrawn from your Contract (whether by you or your beneficiary), the amount treated as taxable income and taxed as ordinary income differs depending on the type of: annuity you purchase (e.g., IRA or TSA); and payment method or income payment type you elect. If you meet certain requirements, your designated Roth earnings are free from Federal income taxes.

We will withhold a portion of the amount of your withdrawal for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code.

WITHDRAWALS BEFORE AGE 59 1/2

Because these products are intended for retirement, if you make a taxable withdrawal before age 59 1/2 you may incur a 10% tax penalty, in addition to ordinary income taxes. Also, please see the section below titled Separate Account Charges for further information regarding withdrawals.

As indicated in the chart below, some taxable distributions prior to age 59 1/2 are exempt from the penalty. Some of these exceptions include amounts received:

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	Type of Contract				
	TSA and TSA ERISA	SIMPLE IRA/1/	SEP	457(b)/3/	403(a)
In a series of substantially equal payments made annually (or more frequently) for life or life expectancy (SEPP)	x/2/	x	x	x	x/2/
After you die	x	x	x	x	x
After you become totally disabled (as defined in the Code)	x	x	x	x	x
To pay deductible medical expenses	x	x	x	x	x
After separation from service if you are over 55	x			x	x
After December 31, 1999 for IRS levies	x	x	x	x	x
To pay medical insurance premiums if you are unemployed		x	x		
For qualified higher education expenses		x	x		
For qualified first time home purchases up to $10,000		x	x		
Payments to alternate payees pursuant to qualified domestic relations orders	x			x	x

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/1/ For SIMPLE IRAs the 10% tax penalty for early withdrawals is generally increased to 25% for withdrawals within the first two years of your participation in the SIMPLE IRA.

/2/ You must be over age 55 when you separated from service and be over age 55 at the time payments begin.

/3/ Distributions from 457(b) plans are generally not subject to the 10% penalty; however, the 10% penalty does apply to distributions from the

457(b) plans of state or local government employers to the extent that the distribution is attributable to rollovers accepted from other types of eligible retirement plans.

SYSTEMATIC WITHDRAWAL PROGRAM FOR SUBSTANTIALLY EQUAL PERIODIC PAYMENTS (SEPP) AND INCOME OPTIONS

If you are considering using the Systematic Withdrawal Program or selecting an income option for the purpose of meeting the SEPP exception to the 10% tax penalty, consult with your tax adviser. It is not clear whether certain withdrawals or income payments under a variable annuity will satisfy the SEPP exception.

If you receive systematic payments that you intend to qualify for the SEPP exception, any modifications (except due to death or disability) to your payment before age 59 1/2 or within five years after beginning SEPP payments, whichever is

later, will result in the retroactive imposition of the 10% penalty with interest. Such modifications may include additional purchase payments or withdrawals (including tax-free transfers or rollovers of income payments) from the Deferred Annuity.

SEPARATE ACCOUNT CHARGES

It is conceivable that the charges for certain benefits such as any of the guaranteed death benefits (Annual Step Up Death Benefit) and certain living benefits (e.g. the Guaranteed Minimum Income Benefit) could be considered to be taxable each year as deemed distributions from the Contract to pay for non-annuity benefits. We currently treat these charges as an intrinsic part of the annuity contract and do not tax report these as taxable income. However, it is possible that this may change in the future if we determine that this is required by the IRS. If so, the charge could also be subject to a 10% penalty tax if the taxpayer is under age 59 1/2.

Certain death benefits may be considered incidental benefits under a tax qualified plan, which are limited under the Code. Failure to satisfy these limitations may have adverse tax consequences to the plan and to the participant.

Where otherwise permitted to be offered under annuity contracts issued in connection with qualified plans, the amount of life insurance is limited under the incidental death benefit rules. You should consult your own tax advisor prior to purchase of the Contract under any type of IRA, Section 403(b) arrangement or qualified plan as a violation of these requirements could result in adverse tax consequences to the plan and to the participant including current taxation of amounts under the Contract.

GUARANTEED WITHDRAWAL BENEFITS: If you have purchased the Lifetime Withdrawal Guarantee Benefit, where otherwise made available, note the following:

In the event that the Account Balance goes to zero, and either the Remaining Guaranteed Withdrawal Amount is paid out in fixed installments or the Annual Benefit Payment is paid for life, we will treat such payments as income annuity payments under the tax law and allow recovery of any remaining basis ratably over the expected number of payments.

In determining your required minimum distribution each year, the actuarial value of this benefit as of the prior December 31st must be taken into account in addition to the Account Balance of the Contract.

PURCHASE PAYMENTS

Generally, all purchase payments will be contributed on a "before-tax" basis. This means that the purchase payments entitle you to a tax deduction or are not subject to current income tax.

Under some circumstances "after-tax" purchase payments can be made to certain annuities. These purchase payments do not reduce your taxable income or give you a tax deduction.

There are different annual purchase payments limits for the annuities offered in this Prospectus. Purchase payments in excess of the limits may result in adverse tax consequences.

Your Contract may accept certain direct transfers and rollovers from other qualified plan accounts and contracts: such transfers and rollovers are generally not subject to annual limitations on purchase payments.

WITHDRAWALS, TRANSFERS AND INCOME PAYMENTS

Because your purchase payments are generally on a before-tax basis, you generally pay income taxes on the full amount of money you withdraw as well as income earned under the Contract. Withdrawals and income payments attributable to any after-tax contributions are not subject to income tax (except for the portion of the withdrawal or payment allocable to earnings).

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If certain requirements are met, you may be able to transfer amounts in your Contract to another eligible retirement plan or IRA. For 457(b) plan, if certain conditions are met, amounts may be transferred into another 457(b) plan, but only with respect to the same type of employer (i.e., amounts in a 457(b) plan may not be transferred between plans maintained by a employer and plans maintained by a government employer).

Deferred Annuity is not forfeitable (e.g., not subject to claims of your creditors) and you may not transfer it to someone else.

Please consult the specific section for the type of annuity you purchased to determine if there are restrictions on withdrawals, transfers or income payments.

Minimum distribution requirements also apply to the Deferred Annuities. These are described separately later in this section.

Certain mandatory distributions made to participants in an amount in excess of $1,000 (but less than $5,000) must be automatically rolled over to an IRA designated by the plan, unless the participant elects to receive it in cash or roll it over to a different IRA or eligible retirement plan.

ELIGIBLE ROLLOVER DISTRIBUTIONS AND 20% MANDATORY WITHHOLDING

We are required to withhold 20% of the taxable portion of your withdrawal that constitutes an eligible rollover distribution for Federal income taxes. We are not required to withhold this money if you direct us, the trustee or the custodian of the plan, to directly rollover your eligible rollover distribution to a traditional IRA or another eligible retirement plan.

Generally, an "eligible rollover distribution" is any taxable amount you receive from your Contract. (In certain cases, after-tax amounts may also be considered eligible rollover distributions). However, it does not include taxable distributions that are:

- Withdrawals made to satisfy minimum distribution requirements; or

- Certain withdrawals on account of financial hardship.

Other exceptions to the definition of eligible rollover distribution may exist.

For taxable withdrawals that are not "eligible rollover distributions", the Code requires different withholding rules. The withholding amounts are determined at the time of payment. In certain instances, you may elect out of these withholding requirements. You may be subject to the 10% penalty tax if you withdraw taxable money before you turn age 59 1/2.

MINIMUM DISTRIBUTION REQUIREMENTS

Generally, you must begin receiving withdrawals by April 1 of the latter of:

- the calendar year following the year in which you reach age 70 1/2 or

- the calendar year following the calendar year you retire but only to the extent permitted by your plan and Contract and provided you do not own 5% or more of your employer.

For IRAs, you must begin receiving withdrawals by April 1 of the calendar year following the calendar year in which you reach age 70 1/2 even if you have not retired.

In general the amount of required minimum distribution (including death benefit distributions discussed below) must be calculated separately with respect to each Section 403(b) arrangement, but then the aggregate amount of the required distribution may be taken under the tax law from any one or more of the participant's several TSA arrangements.

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Otherwise, you may not satisfy minimum distributions for an employer's qualified plan (ie, 401(a)/403(a), 457(b)) with distributions from another qualified plan of the same or a different employer.

Complex rules apply to the calculation of these withdrawals. A tax penalty of 50% applies to withdrawals which should have been taken but were not. It is not clear whether income payments under a variable annuity will satisfy these rules. Consult your tax adviser prior to choosing a pay-out option.

In general the amount of required minimum distribution must be calculated separately with respect to each IRA or SEP IRA and each SIMPLE IRA. The IRA/SEP accounts and annuity contracts of a participant are aggregated together and the same is done for the SIMPLE IRAs of a participant., You may, however, generally decide from which Traditional IRA/SEPs (or from which SIMPLE IRAs, as the case may be) to satisfy the minimum distribution requirements and how much to take from each.

You may not satisfy minimum distributions for one type of qualified plan or IRA with distributions from an account or annuity contract under another type of IRA or qualified plan (e.g. IRA and 403(b)).

In general, Income Tax regulations permit income payments to increase based not only with respect to the investment experience of the underlying funds but also with respect to actuarial gains. Additionally, these regulations permit payments under income annuities to increase due to a full withdrawal or to a partial withdrawal under certain circumstances.

Where made available, it is not clear whether the purchase or exercise of a withdrawal option after the first two years under a life contingent Income Annuity with a guarantee period where only the remaining guaranteed payments are reduced due to the withdrawal will satisfy minimum distribution requirements. Consult your tax advisor prior to purchase.

The regulations also require that the value of all benefits under a deferred annuity including certain death benefits in excess of cash value must be added to the amount credited to your account in computing the amount required to be distributed over the applicable period. You should consult your own tax advisors as to how these rules affect your own Contract. We will provide you with additional information regarding the amount that is subject to minimum distribution under this rule.

If you intend to receive your minimum distributions which are payable over the joint lives of you and a beneficiary who is not your spouse (or over a period not exceeding the joint life expectancy of you and your non-spousal beneficiary), be advised that Federal tax rules may require that payments be made over a shorter period or may require that payments to the beneficiary be reduced after your death to meet the minimum distribution incidental benefit rules and avoid the 50% excise tax. Consult your tax advisor.

DEATH BENEFITS

The death benefit is taxable to the recipient in the same manner as if paid to the contract owner (under the rules for withdrawals or income payments, whichever is applicable).

Generally, if you die before required minimum distribution withdrawals have begun, we must make payment of your entire interest by December 31st of the year that is the fifth anniversary of your death or begin making payments over a period and in a manner allowed by the Code to your beneficiary by December 31st of the year after your death.

If your spouse is your beneficiary, and your Contract permits, your spouse may delay the start of these payments until December 31 of the year in which you would have reached age 70 1/2. Alternatively, if your spouse is your sole beneficiary and the Contract is an IRA, he or she may elect to rollover the death proceeds into his or her own IRA (or, beginning in 2008 a Roth IRA and pay tax on the taxable portion of the death proceeds in the year of the rollover) and treat the IRA (or Roth IRA) as his or her own.

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If your spouse is your beneficiary, and your Contract permits, your spouse may also be able to rollover the death proceeds into another eligible retirement plan in which he or she participates, if permitted under the tax law.

If your spouse is not your beneficiary and your Contract permits, your beneficiary may also be able to rollover the death proceeds into an IRA. However, such beneficiary may not treat the inherited IRA as his or her own IRA. If you die after required distributions begin, payments of your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

If an IRA contract is issued in your name after your death for the benefit of your designated beneficiary with a purchase payment which is directly transferred to the Contract from another IRA or eligible retirement plan, the death benefit must continue to be distributed to your beneficiary's beneficiary in a manner at least as rapidly as the method of distribution in effect at the time of your beneficiary's death.

TSAS (ERISA AND NON-ERISA)

GENERAL

TSAs fall under Section 403(b) of the Code, which provides certain tax benefits to eligible employees of public school systems and organizations that are tax exempt under Section 501(c)(3) of the Code. In general contributions to Section 403(b) arrangements are subject limitations under Section 415(c) of the Code (the lesser of 100% of includable compensation or the applicable limit for the year).

On July 26, 2007, final 403(b) regulations were issued by the U. S. Treasury which will impact how we administer your 403(b) contract. In order to satisfy the 403(b) final regulations and prevent your contract from being subject to adverse tax consequences including potential penalties, contract exchanges after September 24, 2007 must, at a minimum, meet the following requirements: (1) the plan must allow the exchange, (2) the exchange must not result in a reduction in the participant or beneficiary's accumulated benefit, (3) the receiving contract includes distribution restrictions that are no less stringent than those imposed on the contract being exchanged, and (4) the employer enters into an agreement with the issuer of the receiving contract to provide information to enable the contract provider to comply with Code requirements. Such information would include details concerning severance from employment, hardship withdrawals, loans and tax basis. You should consult your tax or legal counsel for any advice relating to contract exchanges or any other matter relating to these regulations.

WITHDRAWALS AND INCOME PAYMENTS

If you are under 59 1/2, you cannot withdraw money from your TSA Contract unless the withdrawal:

- Relates to purchase payments made prior to 1989 (and pre-1989 earnings on those purchase payments).

- Is directly transferred to another permissible investment under Section 403(b) arrangements;

- Relates to amounts that are not salary reduction elective deferrals;

- Occurs after you die, have a severance from employment or become disabled (as defined by the Code); or

- Is for financial hardship (but only to the extent of purchase payments) if your plan allows it.

- Distributions attributable to certain Tax Sheltered Annuity plan terminations if the conditions of the new income tax regulations are met.

Recent income tax regulations also provide certain new restrictions on withdrawals of amounts from tax sheltered annuities that are not attributable to salary reduction contributions. Under these regulations, a Section 403(b) contract is permitted to distribute retirement benefits attributable to pre-tax contributions other than elective deferrals to the

participant no earlier than upon the earlier of the participant's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability. This new withdrawal restriction is applicable for tax sheltered annuity contracts issued on or after January 1, 2009.

DESIGNATED ROTH ACCOUNT FOR 403(B) PLANS

Employers that established and maintain a TSA/ 403(b) plan may also establish designated Roth accounts under Section 402A of the Code to accept after-tax contributions as part of the plan. In accordance with our administrative procedures, we may permit elective salary reduction contributions to designated Roth accounts within a Section 403(b) Contract under the following conditions:

- The employer maintaining the plan has demonstrated to our satisfaction that designated Roth accounts are permitted under the Plan.

- In accordance with our administrative procedures, the amount of elective salary reduction contributions has been irrevocably designated as an after-tax contribution to the designated Roth account.

- All state regulatory approvals have been obtained to permit the Contract to accept such after-tax elective salary reduction contributions (and, where permitted under the plan and Contract, rollovers and trustee-to trustee transfers from other Designated Roth Accounts).

. In accordance with our procedures and in a form satisfactory to us, we may accept rollovers from other funding vehicles under any Qualified Roth Contribution Program of the same type in which the employee participates as well as trustee-to-trustee transfers from other funding vehicles under the same Qualified Roth Contribution Program for which the participant is making elective deferral contributions to the Contract.

. No other contribution types (including employer contributions, matching contributions, etc.) will be allowed as designated Roth contributions, unless they become permitted under the Code.

. If permitted under the federal tax law, we may permit both pre-tax contributions under a 403(b) plan as well as after-tax contributions to designated Roth accounts to be made under the same Contract as well as rollover contributions and contributions by trustee-to-trustee transfers. In such cases, we will account separately for the designated Roth contributions and the earnings thereon from the contributions and earnings made under the pre-tax TSA plan (whether made as elective deferrals, rollover contributions or trustee-to-trustee transfers). As between the pre-tax or traditional Plan and the designated Roth account, we will allocate any living benefits or death benefits provided under the Contract on a reasonable basis, as permitted under the tax law.

. We may refuse to accept contributions made as rollovers and trustee-to-trustee transfers, unless we are furnished with a breakdown as between participant contributions and earnings at the time of the contribution.

Many of the federal income tax rules pertaining to Designated Roth Accounts have not yet been finalized. Both you and your employer should consult their own tax and legal advisors prior to making or permitting contributions to be made to a Qualified Roth Contribution Program.

. The IRS was given authority in the final Roth account regulations to issue additional guidance addressing the potential for improper transfers of value to Roth accounts due to the allocation of contract income, expenses, gains and losses. The IRS has not issued the additional guidance and, as a result, there is uncertainty regarding the status of Roth accounts and particularly Roth accounts under annuity contracts that allocate charges for guarantees. You should consult your tax or legal counsel for advice regarding Roth accounts and other matters relating to the final Roth account regulations.

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LOANS

If your employer's plan and TSA Contract permit loans, such loans will be made only from any Fixed Interest Account balance and only up to certain limits. In that case, we credit your Fixed Interest Account balance up to the amount of the outstanding loan balance with a rate of interest that is less than the interest rate we charge for the loan.

The Code and applicable income tax regulations limit the amount that may be borrowed from your Contract and all your employer plans in the aggregate and also require that loans be repaid, at a minimum, in scheduled level payments over a prescribed term.

Your employer's plan and Contract will indicate whether loans are permitted. The terms of the loan are governed by the Contract and loan agreement. Failure to satisfy loan limits under the Code or to make any scheduled payments according to the terms of your loan agreement and Federal tax law could have adverse tax consequences. Consult a tax advisor and read your loan agreement and Contract prior to taking any loan.

INDIVIDUAL RETIREMENT ANNUITIES

IRAS: TRADITIONAL IRA, ROTH IRA, SIMPLE IRA AND SEPS

The sale of a Contract for use with an IRA may be subject to special disclosure requirements of the IRS. Purchasers of a Contract for use with IRAs will be provided with supplemental information required by the IRS or other appropriate agency. A Contract issued in connection with an IRA may be amended as necessary to conform to the requirements of the Code.

IRA Contracts may not invest in life insurance. The Deferred Annuity offers death benefits and optional benefits that in some cases may exceed the greater of the purchase payments or the Account Balance which could conceivably be characterized as life insurance.

Please be aware that the IRA Contract issued to you may differ from the form of the Traditional IRA approved by the IRS because of several factors such as different riders and state insurance department requirements. The Roth IRA tax endorsement is based on the IRS model form 5305-RB (rev 0302). The Deferred Annuity (and optional death benefits and appropriate IRA tax endorsements) has not yet been submitted to the IRS for review and approval as to form. Disqualification of the Deferred Annuity as an IRA could result in the immediate taxation of amounts held in the Contract and other adverse tax consequences.

Generally, except for Roth IRAs, IRAs can accept deductible (or pre-tax) purchase payments. Deductible or pre-tax purchase payments will be taxed when distributed from the Contract.

You must be both the contract owner and the annuitant under the Contract. Your IRA annuity is not forfeitable and you may not transfer, assign or pledge it to someone else. You are not permitted to borrow from the Contract. You can transfer your IRA proceeds to a similar IRA, certain eligible retirement plans of an employer (or a SIMPLE IRA to a Traditional IRA or eligible retirement plan after two years) without incurring Federal income taxes if certain conditions are satisfied.

Consult your tax adviser prior to the purchase of the Contract as a Traditional IRA, Roth IRA, SIMPLE IRA or SEP.

TRADITIONAL IRA ANNUITIES

PURCHASE PAYMENTS

Purchase payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which you attain age 69 1/2.

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Except for permissible rollovers and direct transfers, purchase payments to Traditional and Roth IRAs for individuals under age 50 are limited to the lesser of 100% of compensation or the deductible amount established each year under the Code. A purchase payment up to the deductible amount can also be made for a non-working spouse provided the couple's compensation is at least equal to their aggregate contributions. Also, see IRS Publication 590 available at www.irs.gov.

- Individuals age 50 or older can make an additional "catch-up" purchase payment of (assuming the individual has sufficient compensation).

- If you are an active participant in a retirement plan of an employer, your contributions may be limited.

- Purchase payments in excess of these amounts may be subject to a penalty tax.

- If contributions are being made under a SEP or a SAR-SEP plan of your employer, additional amounts may be contributed as permitted by the Code and the terms of the employer's plan.

- These age and dollar limits do not apply to tax-free rollovers or transfers from other IRAs or other eligible retirement plans.

- If certain conditions are met, you can change your Traditional IRA purchase payment to a Roth IRA before you file your income tax return (including filing extensions).

WITHDRAWALS AND INCOME PAYMENTS

Withdrawals (other than tax free transfers or rollovers to other individual retirement arrangements or eligible retirement plans) and income payments are included in income except for the portion that represents a return of non-deductible purchase payments. This portion is generally determined based on a ratio of all non-deductible purchase payments to the total values of all your Traditional IRAs. We will withhold a portion of the taxable amount of your withdrawal for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code. Also see general section titled "Withdrawals" above.

DEATH BENEFITS

The death benefit is taxable to the recipient in the same manner as if paid to the contract owner (under the rules for withdrawals or income payments, whichever is applicable).

Generally, if you die before required minimum distribution withdrawals have begun, we must make payment of your entire interest by December 31st of the year that is the fifth anniversary of your death or begin making payments over a period and in a manner allowed by the Code to your beneficiary by December 31st of the year after your death.

If your spouse is your beneficiary, and your Contract permits, your spouse may delay the start of these payments until December 31 of the year in which you would have reached age 70 1/2. Alternatively, if your spouse is your beneficiary, he or she may elect to continue as "contract owner" of the Contract.

If you die after required distributions begin, payments of your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

If the Contract is issued in your name after your death for the benefit of your designated beneficiary with a purchase payment which is directly transferred to the Contract from another IRA account or IRA annuity you owned, the death benefit must continue to be distributed to your beneficiary's beneficiary in a manner at least as rapidly as the method of distribution in effect at the time of your beneficiary's death.

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SIMPLE IRAS AND SEPS ANNUITIES

PURCHASE PAYMENTS TO SEPS.

If contributions are being made under a SEP plan of your employer, additional amounts may be contributed as permitted by the Code and the terms of the employer's plan.

Except for permissible contributions under the Code made in accordance with the employer's SEP plan, permissible rollovers and direct transfers, purchase payments to SEPs for individuals under age 50 are limited to the lesser of 100% of compensation or the deductible amount each year. This amount reaches $5,000 in 2008 (adjusted for inflation thereafter).

Participants age 50 or older can make an additional "catch-up" purchase payment of $1,000 a year (assuming the individual has sufficient compensation).

Purchase payments in excess of this amount may be subject to a penalty tax.

Purchase payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which you attain age 69 1/2. These age and dollar limits do not apply to tax-free rollovers or transfers.

PURCHASE PAYMENTS TO SIMPLE IRAS

The Code allows contributions up to certain limits to be made under a valid salary reduction agreement to a SIMPLE IRA and also allows for employer contributions up to certain applicable limits under the Code.

The Code allows "catch up" contributions for participants age 50 and older in excess of these limits ($2,500 in 2008 and years thereafter unless adjusted for inflation).

Transfers and rollovers from other SIMPLE IRA funding vehicles may also be accepted under your SIMPLE IRA Deferred Annuity.

Purchase payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which you attain age 69 1/2. These age and dollar limits do not apply to tax-free rollovers or transfers.

WITHDRAWALS AND INCOME PAYMENTS

Withdrawals and income payments are included in income except for the portion that represents a return of non-deductible purchase payments. This portion is generally determined based on a ratio of all non-deductible purchase payments to the total values of all your Traditional IRAs in the case of SEPs.

DEATH BENEFITS

The death benefit is taxable to the recipient in the same manner as if paid to the owner (under the rules for withdrawals or income payments, whichever is applicable).

Generally, if you die before required minimum distribution withdrawals have begun, we must make payment of your entire interest by December 31st of the year that is fifth anniversary of your death or begin making payments over a period and in a manner allowed by the Code to your beneficiary by December 31st of the year after your death.

If your spouse is your beneficiary, your spouse may delay the start of these payments until December 31 of the year in which you would have reached age 70 1/2. Alternatively, if your spouse is your beneficiary, he or she may elect to continue as owner of the Contract and treat it as his/her own Traditional IRA (in the case of SEPs) or his/her own SIMPLE IRA (if so eligible, in the case of SIMPLE IRA).

If you die after required distributions begin, payments of your entire remaining interest must be made in a manner and over a period as provided under the Code (and any applicable regulations).

If the Contract is issued in your name after your death for the benefit of your designated beneficiary with a purchase payment which is directly transferred to the Contract from another IRA account or IRA annuity you owned, the death benefit must continue to be distributed to your beneficiary's beneficiary in a manner at least as rapidly as the method of distribution in effect at the time of your beneficiary's death.

457(B) PLANS

GENERAL

457(b)s plans are available to state or local governments and certain tax-exempt organizations as described in Section 457(b) and 457(e)(1) of the Code. The plans are not available for churches and qualified church-controlled organizations.

457(b) annuities maintained by a state or local government are for the exclusive benefit of plan participants and their beneficiaries. 457(b) annuities other than those maintained by state or local governments are solely the property of the employer and are subject to the claims of the employer's general creditors until they are "made available" to you.

WITHDRAWALS

Generally, because contributions are on a before-tax basis, withdrawals from your annuity are subject to income tax. Generally, monies in your Contract can not be "made available" to you until you reach age 70 1/2, leave your job (or your employer changes) or have an unforeseen emergency (as defined by the Code).

SPECIAL RULES

Special rules apply to certain non-governmental 457(b) plans deferring compensation from taxable years beginning before January 1, 1987 (or beginning later but based on an agreement in writing on August 16, 1986).

LOANS

In the case of a 457(b) plan maintained by a state or local government, the plan may permit loans. The Code and applicable income tax regulations limit the amount that may be borrowed from your 457(b) plan and all employer plans in the aggregate and also require that loans be repaid, at minimum, in scheduled level payments over a certain term.

Your 457(b) plan will indicate whether plan loans are permitted. The terms of the loan are governed by your loan agreement with the plan. Failure to satisfy loan limits under the Code or to make any scheduled payments according to the terms of your loan agreement and Federal tax law could have adverse tax consequences. Consult a tax advisor and read your loan agreement and Contract prior to taking any loan.

403(A)

GENERAL

The employer adopts a 403(a) plan as a qualified retirement plan to provide benefits to participating employees. The plan generally works in a similar manner to a corporate qualified retirement plan except that the 403(a) plan does not have a trust or a trustee.

See the "General" headings under Income Taxes for a brief description of the tax rules that apply to 403(a) annuities.

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LEGAL PROCEEDINGS

In the ordinary course of business, MetLife, similar to other life insurance companies, is involved in lawsuits (including class action lawsuits), arbitrations and other legal proceedings. Also, from time to time, state and federal regulators or other officials conduct formal and informal examinations or undertake other actions dealing with various aspects of the financial services and insurance industries. In some legal proceedings involving insurers, substantial damages have been sought and/or material settlement payments have been made.

It is not possible to predict with certainty the ultimate outcome of any pending legal proceeding or regulatory action. However, the MetLife does not believe any such action or proceeding will have a material adverse effect upon the Separate Account or upon the ability of MLIDC to perform its contract with the Separate Account or of MetLife to meet its obligations under the Contracts.

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OF ADDITIONAL INFORMATION

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APPENDIX I

PREMIUM TAX TABLE

If you are a resident of one of the following jurisdictions, the percentage amount listed by that jurisdiction is the premium tax rate applicable to your annuity.

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	TSA and TSA ERISA Annuities	IRA and SEP Annuities(1)	457(b) Annuities	403(a) Annuities
<S>	<C>	<C>	<C>	<C>
California........	0.5%	0.5%(2)	2.35%	0.5%
Maine.............	--	--	--	--
Nevada............	--	--	--	--
Puerto Rico.......	1.0%	1.0%	1.0%	1.0%
South Dakota......	--	--	--	--
West Virginia.....	1.0%	1.0%	1.0%	1.0%

Wyoming...........	--	--	--	--

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/1/Premium tax rates applicable to IRA and SEP annuities purchased for use in connection with individual retirement trust or custodial accounts meeting the requirements of Section 408(a) of the Code are included under the column heading "IRA and SEP Annuities".

/2/With respect to annuities purchased for use in connection with individual retirement trust or custodial accounts meeting the requirements of Section 408(a) of the Code, the annuity tax rate in California is 2.35% instead of 0.5%.

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APPENDIX II

WHAT YOU NEED TO KNOW IF YOU ARE A TEXAS OPTIONAL RETIREMENT PROGRAM PARTICIPANT

If you are a participant in the Texas Optional Retirement Program, Texas law permits us to make withdrawals on your behalf only if you die, retire or terminate employment in all Texas institutions of higher education, as defined under Texas law. Any withdrawal you ask for requires a written statement from the appropriate Texas institution of higher education verifying your vesting status and (if applicable) termination of employment. Also, we require a written statement from you that you are not transferring employment to another Texas institution of higher education. If you retire or terminate employment in all Texas institutions of higher education or die before being vested, amounts provided by the state's matching contribution will be refunded to the appropriate Texas institution. We may change these restrictions or add others without your consent to the extent necessary to maintain compliance with the law.

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APPENDIX III

ACCUMULATION UNIT VALUES FOR EACH INVESTMENT DIVISION

These tables and bar charts show fluctuations in the Accumulation Unit Values for two of the possible mixes offered within the Deferred Annuity for each investment division from year end to year end. The information in these tables and charts has been derived from the Separate Account's full financial statements or other reports (such as the annual report). The first table and charts show the Deferred Annuity mix that bears the total highest charge, and the second table and charts show the Deferred Annuity mix that bears the total lowest charge. The mix with the total highest charge has these features: e Bonus Class, the Annual Step-Up Death Benefit and Guaranteed Minimum Income Benefit. (In terms of the calculation for this mix, the Guaranteed Minimum Income Benefit charge is made by canceling accumulation units and, therefore, the charge is not reflected in the Accumulation Unit Value. However, purchasing this option with the others will result in the highest overall charge.) The mix with the total lowest charge has these features: e Class and no optional benefit. All other possible mixes for each investment division within the Deferred Annuity appear in the SAI, which is available upon request without charge by calling 1-800-638-7732.

METLIFE FINANCIAL FREEDOM SELECT
HIGHEST POSSIBLE MIX
1.05 SEPARATE ACCOUNT CHARGE

Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
American Funds Bond Division/(f)/	2006	$ 14.95	$ 15.71	0.00
	2007	15.71	16.02	0.00
American Funds Global Small Capitalization Division/(a)/	2002	12.21	10.86	0.00
	2003	10.86	16.46	0.00
	2004	16.46	19.64	0.00
	2005	19.64	24.31	0.00
	2006	24.31	29.77	0.00
	2007	29.77	35.68	0.00
American Funds Growth Division/(a)/	2002	90.18	87.17	0.00
	2003	87.17	117.72	0.00

	2004	117.72	130.72	0.00
	2005	130.72	149.93	0.00
	2006	149.93	163.12	0.00
	2007	163.12	180.88	0.00
American Funds Growth-Income Division/(a)/...............	2002	74.60	70.08	0.00
	2003	70.08	91.61	0.00
	2004	91.61	99.81	0.00
	2005	99.81	104.27	0.00
	2006	104.27	118.57	0.00
	2007	118.57	122.93	0.00
BlackRock Bond Income Division/(a)/......................	2002	43.17	44.88	0.00
	2003	44.88	46.89	0.00
	2004	46.89	48.33	0.00
	2005	48.33	48.86	0.00
	2006	48.86	50.35	0.00
	2007	50.35	52.82	0.00
BlackRock Large Cap Core Division*/(g)/..................	2007	84.90	85.83	0.00

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/..............	2002	$53.00	$50.32	0.00
	2003	50.32	64.69	0.00
	2004	64.69	70.80	0.00
	2005	70.80	72.38	0.00
	2006	72.38	81.54	0.00
	2007	81.54	85.61	0.00
BlackRock Large Cap Value Division/(a)/...........	2002	8.61	7.92	0.00

	2003	7.92	10.62	0.00
	2004	10.62	11.90	0.00
	2005	11.90	12.43	0.00
	2006	12.43	14.66	0.00
	2007	14.66	14.96	0.00
BlackRock Legacy Large Cap Growth Division/(a)/...	2002	20.93	18.31	0.00
	2003	18.31	24.51	0.00
	2004	24.51	26.33	0.00
	2005	26.33	27.82	0.00
	2006	27.82	28.60	0.00
	2007	28.60	33.51	0.00
BlackRock Money Market Division/(b)/..............	2003	23.75	23.66	0.00
	2004	23.66	23.59	0.00
	2005	23.59	23.96	0.00
	2006	23.96	24.79	0.00
	2007	24.79	25.71	0.00
BlackRock Strategic Value Division/(a)/...........	2002	12.83	10.91	0.00
	2003	10.91	16.17	0.00
	2004	16.17	18.41	0.00
	2005	18.41	18.93	0.00
	2006	18.93	21.81	0.00
	2007	21.81	20.79	0.00
Calvert Social Balanced Division/(a)/.............	2002	17.89	17.57	0.00
	2003	17.57	20.75	0.00
	2004	20.75	22.23	0.00
	2005	22.23	23.24	0.00
	2006	23.24	25.02	0.00
	2007	25.02	25.44	0.00
Clarion Global Real Estate Division (formerly Neuberger Berman Real Estate Division)/(d)/.....	2004	9.99	12.86	0.00
	2005	12.86	14.42	0.00
	2006	14.42	19.63	0.00
	2007	19.63	16.51	0.00
Cyclical Growth ETF Division/(f)/.................	2006	10.72	11.46	0.00
	2007	11.46	11.98	0.00

Cyclical Growth and Income ETF Division/(f)/......	2006	10.53	11.20	0.00
	2007	11.20	11.69	0.00
Davis Venture Value Division/(a)/.................	2002	22.80	22.23	0.00
	2003	22.23	28.76	0.00
	2004	28.76	31.86	0.00
	2005	31.86	34.68	0.00
	2006	34.68	39.23	0.00
	2007	39.23	40.51	0.00

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
FI Large Cap Division/(f)/........................	2006	$ 17.67	$ 17.92	0.00
	2007	17.92	18.39	0.00
FI Mid Cap Opportunities Division/(a)(c)/.........	2002	11.43	11.03	0.00
	2003	11.03	14.66	0.00
	2004	14.66	16.95	0.00
	2005	16.95	17.89	0.00
	2006	17.89	19.75	0.00
	2007	19.75	21.13	0.00
FI Value Leaders Division/(a)/....................	2002	20.15	19.17	0.00
	2003	19.17	24.06	0.00
	2004	24.06	27.04	0.00
	2005	27.04	29.55	0.00
	2006	29.55	32.65	0.00
	2007	32.65	33.58	0.00
Franklin Templeton Small Cap Growth Division/(a)/.	2002	6.76	6.27	0.00
	2003	6.27	8.98	0.00
	2004	8.98	9.88	0.00

	2005	9.88	10.20	0.00
	2006	10.20	11.08	0.00
	2007	11.08	11.44	0.00
Harris Oakmark Focused Value Division/(a)/........	2002	23.25	23.96	0.00
	2003	23.96	31.38	0.00
	2004	31.38	34.05	0.00
	2005	34.05	36.96	0.00
	2006	36.96	41.03	0.00
	2007	41.03	37.73	0.00
Harris Oakmark International Division/(a)/........	2002	9.91	8.86	0.00
	2003	8.86	11.84	0.00
	2004	11.84	14.12	0.00
	2005	14.12	15.97	0.00
	2006	15.97	20.36	0.00
	2007	20.36	19.92	0.00
Janus Forty Division/(h)/.........................	2007	159.23	195.80	0.00
Lazard Mid Cap Division/(a)/......................	2002	10.01	9.70	0.00
	2003	9.70	12.12	0.00
	2004	12.12	13.72	0.00
	2005	13.72	14.67	0.00
	2006	14.67	16.65	0.00
	2007	16.65	16.02	0.00
Lehman Brothers(R) Aggregate Bond Division/(a)/...	2002	11.86	12.41	0.00
	2003	12.41	12.70	0.00
	2004	12.70	13.05	0.00
	2005	13.05	13.15	0.00
	2006	13.15	13.51	0.00
	2007	13.51	14.26	0.00
Loomis Sayles Small Cap Division/(a)/.............	2002	19.40	17.73	0.00
	2003	17.73	23.94	0.00
	2004	23.94	27.54	0.00
	2005	27.54	29.07	0.00
	2006	29.07	33.49	0.00
	2007	33.49	36.99	0.00

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
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Lord Abbett Bond Debenture Division/(a)/.....................................	2002	$13.55	$13.88	0.00
	2003	13.88	16.36	0.00
	2004	16.36	17.52	0.00
	2005	17.52	17.59	0.00
	2006	17.59	19.00	0.00
	2007	19.00	20.03	0.00
Met/AIM Small Cap Growth Division/(a)/..	2002	8.93	8.50	0.00
	2003	8.50	11.69	0.00
	2004	11.69	12.31	0.00
	2005	12.31	13.19	0.00
	2006	13.19	14.90	0.00
	2007	14.90	16.38	0.00
MetLife Mid Cap Stock Index Division/(a)/.....................................	2002	9.01	8.69	0.00
	2003	8.69	11.57	0.00
	2004	11.57	13.25	0.00
	2005	13.25	14.69	0.00
	2006	14.69	15.97	0.00
	2007	15.97	16.99	0.00
MetLife Stock Index Division/(a)/...	2002	29.30	28.01	0.00
	2003	28.01	35.44	0.00
	2004	35.44	38.68	0.00
	2005	38.68	39.95	0.00
	2006	39.95	45.54	0.00
	2007	45.54	47.30	0.00
MFS(R) Research International Division/(a)/...................................	2002	7.83	7.33	0.00
	2003	7.33	9.58	0.00
	2004	9.58	11.34	0.00

	2005	11.34	13.06	0.00
	2006	13.06	16.36	0.00
	2007	16.36	18.34	0.00
MFS(R) Total Return Division/(a)/...	2002	33.72	33.52	0.00
	2003	33.52	38.72	0.00
	2004	38.72	42.52	0.00
	2005	42.52	43.28	0.00
	2006	43.28	47.94	0.00
	2007	47.94	49.39	0.00
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/.	2002	10.13	9.81	0.00
	2003	9.81	12.16	0.00
	2004	12.16	13.37	0.00
	2005	13.37	13.02	0.00
	2006	13.02	15.18	0.00
	2007	15.18	14.42	0.00
Morgan Stanley EAFE(R) Index Division/(a)/..................................	2002	7.97	7.09	0.00
	2003	7.09	9.62	0.00
	2004	9.62	11.36	0.00
	2005	11.36	12.69	0.00
	2006	12.69	15.76	0.00
	2007	15.76	17.24	0.00

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
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Neuberger Berman Mid Cap Value Division/(a)/...	2002	$14.15	$13.52	0.00
	2003	13.52	18.22	0.00
	2004	18.22	22.12	0.00
	2005	22.12	24.50	0.00
	2006	24.50	26.96	0.00

	2007	26.96	27.53	0.00
Oppenheimer Capital Appreciation Division/(a)/.	2002	6.57	6.32	0.00
	2003	6.32	8.04	0.00
	2004	8.04	8.47	0.00
	2005	8.47	8.77	0.00
	2006	8.77	9.34	0.00
	2007	9.34	10.57	0.00
PIMCO Inflation Protected Bond Portfolio/(f)/..	2006	11.11	11.24	0.00
	2007	11.24	12.32	0.00
PIMCO Total Return Division/(a)/...............	2002	10.96	11.43	0.00
	2003	11.43	11.79	0.00
	2004	11.79	12.25	0.00
	2005	12.25	12.40	0.00
	2006	12.40	12.82	0.00
	2007	12.82	13.65	0.00
RCM Technology Division/(a)/...................	2002	3.69	2.98	0.00
	2003	2.98	4.64	0.00
	2004	4.64	4.39	0.00
	2005	4.39	4.83	0.00
	2006	4.83	5.03	0.00
	2007	5.03	6.55	0.00
Russell 2000(R) Index Division/(a)/............	2002	10.13	9.40	0.00
	2003	9.40	13.56	0.00
	2004	13.56	15.75	0.00
	2005	15.75	16.26	0.00
	2006	16.26	18.92	0.00
	2007	18.92	18.40	0.00
T. Rowe Price Large Cap Growth Division/(a)/...	2002	9.01	8.80	0.00
	2003	8.80	11.38	0.00
	2004	11.38	12.36	0.00
	2005	12.36	13.00	0.00
	2006	13.00	14.53	0.00
	2007	14.53	15.69	0.00
T. Rowe Price Mid Cap Growth Division/(a)/.....	2002	4.85	4.57	0.00
	2003	4.57	6.18	0.00

	2004	6.18	7.21	0.00
	2005	7.21	8.18	0.00
	2006	8.18	8.59	0.00
	2007	8.59	10.00	0.00
T. Rowe Price Small Cap Growth Division/(a)/...	2002	9.03	8.85	0.00
	2003	8.85	12.35	0.00
	2004	12.35	13.56	0.00
	2005	13.56	14.86	0.00
	2006	14.86	15.24	0.00
	2007	15.24	16.52	0.00

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
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Third Avenue Small Cap Value Division/(a)/.........................	2002	$ 9.03	$ 8.25	0.00
	2003	8.25	11.54	0.00
	2004	11.54	14.45	0.00
	2005	14.45	16.51	0.00
	2006	16.51	18.49	0.00
	2007	18.49	17.74	0.00
Western Asset Management Strategic Bond Opportunities Division/(a)/.	2002	16.49	17.48	0.00
	2003	17.48	19.48	0.00
	2004	19.48	20.49	0.00
	2005	20.49	20.80	0.00
	2006	20.80	21.57	0.00
	2007	21.57	22.14	0.00
Western Asset Management U.S. Government Division/(a)/..............	2002	15.51	16.00	0.00
	2003	16.00	16.10	0.00
	2004	16.10	16.36	0.00
	2005	16.36	16.41	0.00

	2006	16.41	16.88	0.00
	2007	16.88	17.37	0.00
MetLife Aggressive Allocation Division/(e)/.........................	2005	9.99	11.17	0.00
	2006	11.17	12.79	0.00
	2007	12.79	13.07	0.00
MetLife Conservative Allocation Division/(e)/.......................	2005	9.99	10.32	0.00
	2006	10.32	10.92	0.00
	2007	10.92	11.40	0.00
MetLife Conservative to Moderate Allocation Division/(e)/...........	2005	9.99	10.54	0.00
	2006	10.54	11.41	0.00
	2007	11.41	11.83	0.00
MetLife Moderate Allocation Division/(e)/...........................	2005	9.99	10.77	0.00
	2006	10.77	11.92	0.00
	2007	11.92	12.31	0.00
MetLife Moderate to Aggressive Allocation Division/(e)/.............	2005	9.99	11.00	0.00
	2006	11.00	12.43	0.00
	2007	12.43	12.77	0.00

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
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American Funds Bond Division/(f)/..	2006	$ 15.71	$ 16.57	38.30
	2007	16.57	16.99	214.16

American Funds Global Small Capitalization Division/(a)/............................	2002	12.49	11.14	0.00
	2003	11.14	16.98	0.00
	2004	16.98	20.38	0.00
	2005	20.38	25.36	0.00
	2006	25.36	31.22	113.76
	2007	31.22	37.63	856.44
American Funds Growth Division/(a)/..	2002	99.81	96.73	0.00
	2003	96.73	131.34	0.00
	2004	131.34	146.65	0.00
	2005	146.65	169.12	0.00
	2006	169.12	185.01	36.25
	2007	185.01	206.30	223.84
American Funds Growth-Income Division/(a)/...	2002	82.55	77.76	0.00
	2003	77.76	102.21	0.00
	2004	102.21	111.97	0.00
	2005	111.97	117.61	0.00
	2006	117.61	134.49	77.04
	2007	134.49	140.21	682.51
BlackRock Bond Income Division/(a)/..	2002	47.90	49.92	0.00
	2003	49.92	52.44	0.00
	2004	52.44	54.36	0.00
	2005	54.36	55.25	0.00
	2006	55.25	57.25	16.39
	2007	57.25	60.40	82.28
BlackRock Large Cap Core Division*/(g)/..	2007	96.80	98.23	0.00
BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/.	2002	58.86	56.03	0.00
	2003	56.03	72.42	0.00
	2004	72.42	79.70	0.00
	2005	79.70	81.93	0.00
	2006	81.93	92.80	0.00
	2007	92.80	97.61	0.00
BlackRock Large Cap Value Division/(a)/..	2002	8.62	7.95	0.00
	2003	7.95	10.72	0.00
	2004	10.72	12.08	0.00
	2005	12.08	12.68	0.00
	2006	12.68	15.04	64.07

	2007	15.04	15.43	650.02
BlackRock Legacy Large Cap Growth Division/(a)/....................................	2002	21.83	19.16	0.00
	2003	19.16	25.78	0.00
	2004	25.78	27.85	0.00
	2005	27.85	29.58	0.00
	2006	29.58	30.58	0.00
	2007	30.58	36.03	0.00

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
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BlackRock Money Market Division/(b)/..............	2003	$26.47	$26.47	0.00
	2004	26.47	26.53	0.00
	2005	26.53	27.09	0.00
	2006	27.09	28.18	0.00
	2007	28.18	29.39	0.00
BlackRock Strategic Value Division/(a)/...........	2002	12.98	11.06	0.00
	2003	11.06	16.48	0.00
	2004	16.48	18.87	0.00
	2005	18.87	19.51	0.00
	2006	19.51	22.60	24.26
	2007	22.60	21.66	118.09
Calvert Social Balanced Division/(a)/.............	2002	18.87	18.58	0.00
	2003	18.58	22.06	125.17
	2004	22.06	23.77	142.95
	2005	23.77	24.98	167.71
	2006	24.98	27.04	186.60
	2007	27.04	27.65	276.01
Clarion Global Real Estate Division (formerly				

Neuberger Berman Real Estate Division)/(d)/.....	2004	9.99	12.91	0.00
	2005	12.91	14.55	0.00
	2006	14.55	19.92	201.14
	2007	19.92	16.84	862.39
Cyclical Growth ETF Division/(f)/.................	2006	10.76	11.54	0.00
	2007	11.54	12.13	127.20
Cyclical Growth and Income ETF Division/(f)/......	2006	10.56	11.28	0.00
	2007	11.28	11.83	131.14
Davis Venture Value Division/(a)/.................	2002	23.79	23.25	0.00
	2003	23.25	30.25	0.00
	2004	30.25	33.69	0.00
	2005	33.69	36.88	0.00
	2006	36.88	41.95	113.38
	2007	41.95	43.55	617.57
FI Large Cap Division/(f)/........................	2006	18.64	18.97	0.00
	2007	18.97	19.58	0.00
FI Mid Cap Opportunities Division/(a)(c)/.........	2002	11.78	11.39	0.00
	2003	11.39	15.23	0.00
	2004	15.23	17.70	0.00
	2005	17.70	18.78	0.00
	2006	18.78	20.85	0.00
	2007	20.85	22.43	0.00
FI Value Leaders Division/(a)/....................	2002	21.19	20.22	0.00
	2003	20.22	25.52	0.00
	2004	25.52	28.83	0.00
	2005	28.83	31.68	0.00
	2006	31.68	35.20	13.46
	2007	35.20	36.40	15.04
Franklin Templeton Small Cap Growth Division/(a)/.	2002	6.80	6.33	0.00
	2003	6.33	9.11	0.00
	2004	9.11	10.08	0.00
	2005	10.08	10.47	0.00
	2006	10.47	11.43	0.00
	2007	11.43	11.86	2.52

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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
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Harris Oakmark Focused Value Division/(a)/........	2002	$ 24.46	$ 25.27	0.00
	2003	25.27	33.27	0.00
	2004	33.27	36.30	0.00
	2005	36.30	39.63	0.00
	2006	39.63	44.23	32.33
	2007	44.23	40.90	141.45
Harris Oakmark International Division/(a)/........	2002	9.96	8.92	0.00
	2003	8.92	11.99	0.00
	2004	11.99	14.38	0.00
	2005	14.38	16.34	0.00
	2006	16.34	20.95	261.51
	2007	20.95	20.61	1,759.63
Janus Forty Division/(h)/........................	2007	182.83	225.65	9.12
Lazard Mid Cap Division/(a)/.....................	2002	10.05	9.77	0.00
	2003	9.77	12.26	0.00
	2004	12.26	13.96	0.00
	2005	13.96	15.01	0.00
	2006	15.01	17.13	0.00
	2007	17.13	16.58	0.00
Lehman Brothers(R) Aggregate Bond Division/(a)/...	2002	12.11	12.70	0.00
	2003	12.70	13.06	260.70
	2004	13.06	13.50	254.09
	2005	13.50	13.68	358.49
	2006	13.68	14.13	475.65
	2007	14.13	15.00	1,416.18

Loomis Sayles Small Cap Division/(a)/.............	2002	20.29	18.60	0.00
	2003	18.60	25.25	0.00
	2004	25.25	29.21	0.00
	2005	29.21	31.00	0.00
	2006	31.00	35.91	13.33
	2007	35.91	39.88	14.86
Lord Abbett Bond Debenture Division/(a)/..........	2002	14.02	14.40	0.00
	2003	14.40	17.07	0.00
	2004	17.07	18.37	0.00
	2005	18.37	18.55	0.00
	2006	18.55	20.15	62.94
	2007	20.15	21.36	332.67
Met/AIM Small Cap Growth Division/(a)/............	2002	8.97	8.56	0.00
	2003	8.56	11.83	0.00
	2004	11.83	12.53	0.00
	2005	12.53	13.50	0.00
	2006	13.50	15.34	0.00
	2007	15.34	16.95	0.67
MetLife Mid Cap Stock Index Division/(a)/.........	2002	9.11	8.81	0.00
	2003	8.81	11.80	0.00
	2004	11.80	13.59	0.00
	2005	13.59	15.14	0.00
	2006	15.14	16.55	127.01
	2007	16.55	17.70	1,029.80

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MetLife Stock Index Division/(a)/.................	2002	$31.34	$30.03	0.00
	2003	30.03	38.21	74.89

	2004	38.21	41.93	22.11
	2005	41.93	43.55	99.88
	2006	43.55	49.91	143.00
	2007	49.91	52.13	539.70
MFS(R) Research International Division/(a)/.......	2002	7.89	7.41	0.00
	2003	7.41	9.74	0.00
	2004	9.74	11.58	0.00
	2005	11.58	13.42	0.00
	2006	13.42	16.90	28.31
	2007	16.90	19.05	329.75
MFS(R) Total Return Division/(a)/.................	2002	36.66	36.54	0.00
	2003	36.54	42.44	0.00
	2004	42.44	46.87	0.00
	2005	46.87	47.96	0.00
	2006	47.96	53.42	8.99
	2007	53.42	55.34	276.68
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/..................	2002	10.34	10.03	0.00
	2003	10.03	12.51	0.00
	2004	12.51	13.83	0.00
	2005	13.83	13.54	0.00
	2006	13.54	15.87	9.90
	2007	15.87	15.16	182.05
Morgan Stanley EAFE(R) Index Division/(a)/........	2002	8.13	7.25	0.00
	2003	7.25	9.90	284.28
	2004	9.90	11.75	246.95
	2005	11.75	13.20	365.33
	2006	13.20	16.48	428.95
	2007	16.48	18.13	1,056.06
Neuberger Berman Mid Cap Value Division/(a)/......	2002	14.43	13.83	0.00
	2003	13.83	18.74	0.00
	2004	18.74	22.88	0.00
	2005	22.88	25.48	79.45
	2006	25.48	28.19	394.23
	2007	28.19	28.95	621.91
Oppenheimer Capital Appreciation Division/(a)/....	2002	6.62	6.39	0.00

	2003	6.39	8.17	0.00
	2004	8.17	8.65	0.00
	2005	8.65	9.01	0.00
	2006	9.01	9.65	0.00
	2007	9.65	10.98	407.76
PIMCO Inflation Protected Bond Portfolio/(f)/.....	2006	11.29	11.47	0.00
	2007	11.47	12.65	0.00
PIMCO Total Return Division/(a)/..................	2002	11.05	11.55	0.00
	2003	11.55	11.98	269.10
	2004	11.98	12.52	264.13
	2005	12.52	12.73	683.14
	2006	12.73	13.24	1,825.44
	2007	13.24	14.17	2,700.88

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RCM Technology Division/(a)/......................	2002	$ 3.72	$ 3.01	0.00
	2003	3.01	4.72	0.00
	2004	4.72	4.49	10.00
	2005	4.49	4.96	0.00
	2006	4.96	5.20	84.02
	2007	5.20	6.81	906.70
Russell 2000(R) Index Division/(a)/...............	2002	10.34	9.62	0.00
	2003	9.62	13.95	198.40
	2004	13.95	16.30	213.35
	2005	16.30	16.91	257.65
	2006	16.91	19.79	305.88
	2007	19.79	19.35	672.23

T. Rowe Price Large Cap Growth Division/(a)/......	2002	9.19	9.00	0.00
	2003	9.00	11.71	0.00
	2004	11.71	12.78	0.00
	2005	12.78	13.53	0.00
	2006	13.53	15.19	0.00
	2007	15.19	16.50	3.77
T. Rowe Price Mid Cap Growth Division/(a)/........	2002	4.89	4.62	0.00
	2003	4.62	6.28	0.00
	2004	6.28	7.36	0.00
	2005	7.36	8.40	241.09
	2006	8.40	8.87	1,122.22
	2007	8.87	10.39	2,065.48
T. Rowe Price Small Cap Growth Division/(a)/......	2002	9.30	9.14	0.00
	2003	9.14	12.82	0.00
	2004	12.82	14.16	0.00
	2005	14.16	15.60	0.00
	2006	15.60	16.09	3.61
	2007	16.09	17.53	281.92
Third Avenue Small Cap Value Division/(a)/........	2002	9.04	8.28	0.00
	2003	8.28	11.65	0.00
	2004	11.65	14.66	0.00
	2005	14.66	16.85	0.00
	2006	16.85	18.97	41.20
	2007	18.97	18.30	130.75
Western Asset Management Strategic Bond Opportunities Division/(a)/.....................	2002	17.21	18.29	0.00
	2003	18.29	20.49	0.00
	2004	20.49	21.67	0.32
	2005	21.67	22.12	0.00
	2006	22.12	23.07	158.89
	2007	23.07	23.80	591.13
Western Asset Management U.S. Government Division/(a)/..................................	2002	16.18	16.74	0.00
	2003	16.74	16.93	200.32
	2004	16.93	17.30	223.79
	2005	17.30	17.45	276.73
	2006	17.45	18.04	306.37

	2007	18.04	18.68	359.83

</TABLE>

<PAGE>
<TABLE>
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Fund Name	Year	Beginning of Year Accumulation Unit Value	End of Year Accumulation Unit Value	Number of Accumulation Units End of Year
<S>	<C>	<C>	<C>	<C>
MetLife Aggressive Allocation Division/(e)/.......	2005	$ 9.99	$11.21	0.00
	2006	11.21	12.91	34.40
	2007	12.91	13.26	848.35
MetLife Conservative Allocation Division/(e)/.....	2005	9.99	10.36	0.00
	2006	10.36	11.02	103.46
	2007	11.02	11.57	2,023.63
MetLife Conservative to Moderate Allocation Division/(e)/....................................	2005	9.99	10.58	0.00
	2006	10.58	11.52	47.17
	2007	11.52	12.01	7,382.99
MetLife Moderate Allocation Division/(e)/.........	2005	9.99	10.81	0.00
	2006	10.81	12.03	607.21
	2007	12.03	12.49	16,503.39
MetLife Moderate to Aggressive Allocation Division/(e)/....................................	2005	9.99	11.04	0.00
	2006	11.04	12.54	1,036.87
	2007	12.54	12.96	30,136.44

</TABLE>

(a)The inception date for the Deferred Annuities was July 12, 2002.
(b)Inception Date: May 1, 2003.
(c)The division with the name FI Mid Cap Opportunities was merged into the Janus Mid Cap Division prior to the opening of business May 3, 2004, and was renamed FI Mid Cap Opportunities. The investment division with the name FI

Mid Cap Opportunities on April 30, 2004 ceased to exist. The accumulation unit values history prior to May 1, 2004 is of the division which no longer exists.

(d) Inception Date: May 1, 2004.

(e) Inception Date: May 1, 2005.

(f) Inception Date: May 1, 2006.

(g) The assets of BlackRock Large Cap Division (formerly BlackRock Investment Trust Division) of the Metropolitan Fund were merged into the BlackRock Large Cap Core Division of the Met Investors Fund on April 30, 2007. Accumulation unit values prior to April 30, 2007 are those of the BlackRock Large Cap Division.

(h) Inception date: April 30, 2007.

* We are waiving a portion of the Separate Account charge for the investment division investing in the BlackRock Large Cap Core Portfolio. Please see the Table of Expenses for more information.

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APPENDIX IV

PORTFOLIO LEGAL AND MARKETING NAMES

<TABLE>
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SERIES FUND/TRUST	LEGAL NAME OF PORTFOLIO SERIES	MARKETING NAME
<S>	<C>	<C>
American Funds Insurance Series(R)	Bond Fund	American Funds Bond Fund
American Funds Insurance Series(R)	Global Small Capitalization Fund	American Funds Global Small Capitalization Fund
American Funds Insurance Series(R)	Growth - Income Fund	American Funds Growth-Income Fund
American Funds Insurance Series(R)	Growth Fund	American Funds Growth Fund
Metropolitan Series Fund, Inc.	FI Large Cap Portfolio	FI Large Cap Portfolio (Fidelity)

Metropolitan Series Fund, Inc.	FI Mid Cap Opportunities Portfolio	FI Mid Cap Opportunities Portfolio (Fidelity)
Metropolitan Series Fund, Inc.	FI Value Leaders Portfolio	FI Value Leaders Portfolio (Fidelity)
Calvert Variable Series, Inc.	Social Balanced Portfolio	Calvert Social Balanced Portfolio

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APPENDIX V

ADDITIONAL INFORMATION REGARDING THE PORTFOLIOS

The Portfolios below were subject to a name change. The chart identifies the former name and new name of each of these Portfolios.

PORTFOLIO NAME CHANGES

<TABLE>
<CAPTION>

FORMER NAME	NEW NAME
<S>	<C>
MET INVESTORS FUND	MET INVESTORS FUND
Neuberger Berman Real Estate Portfolio	Clarion Global Real Estate Portfolio
METROPOLITAN FUND	METROPOLITAN FUND
Harris Oakmark Large Cap Value Portfolio	MFS(R) Value Portfolio

</TABLE>

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Request For a Statement of
Additional Information/Change of Address

If you would like any of the following Statements of Additional Information, or

have changed your address, please check the appropriate box below and return to
the address below.

[_] Metropolitan Life Separate Account E

[_] Metropolitan Series Fund, Inc.

[_] Met Investors Series Trust

[_] American Funds Insurance Series(R)

[_] Calvert Social Balanced Portfolio

[_] I have changed my address. My current address is:

_________________ Name ___
(Contract Number)

Address

_________________ _
(Signature) zip

Metropolitan Life Insurance Company
1600 Division Road
West Warwick, RI 02893

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METROPOLITAN LIFE INSURANCE COMPANY
METROPOLITAN LIFE SEPARATE ACCOUNT E

METLIFE FINANCIAL FREEDOM SELECT(R) VARIABLE ANNUITY CONTRACTS

STATEMENT OF ADDITIONAL INFORMATION

FORM N-4 PART B

, 2009

This Statement of Additional Information is not a prospectus but contains information in addition to and more detailed than that set forth in the Prospectus for MetLife Financial Freedom Select Annuity Contracts dated , 2009 and should be read in conjunction with the Prospectus. Copies of the Prospectus may be obtained from Metropolitan Life Insurance Company, 1600 Division Road West Warwick, RI 02893.

A Statement of Additional Information for the Metropolitan Series Fund, Inc. (Metropolitan Fund), the Met Investors Series Trust (Met Investors Fund), the Calvert Social Balanced Portfolio and the American Funds Insurance Series(R) (American Funds(R)) are attached at the end of this Statement of Additional Information.

Unless otherwise indicated, the Statement of Additional Information continues the use of certain terms as set forth in the section entitled Important Terms You Should Know of the Prospectus for MetLife Financial Freedom Select Variable Annuity Contracts dated , 2009.

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INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

[TO BE FILED BY AMENDMENT]

PRINCIPAL UNDERWRITER

MetLife Investors Distribution Company ("MLIDC") serves as principal underwriter for the Separate Account and the Contracts. The offering is continuous. MLIDC's principal executive offices are located at 5 Park Plaza, Suite 1900, Irvine, CA 92614. MLIDC is affiliated with the Company and the Separate Account.

DISTRIBUTION AND PRINCIPAL UNDERWRITING AGREEMENT

Information about the distribution of the Contracts is contained in the prospectus (see "Who Sells the Deferred Annuities"). Additional information is provided below.

Under the terms of the Distribution and Principal Underwriting Agreement among the Separate Account, MLIDC and the Company, MLIDC acts as agent for the distribution of the Contracts and as principal underwriter for the Contracts. The Company reimburses MLIDC for certain sales and overhead expenses connected with sales functions.

The following table shows the amount of commissions paid to and the amount of commissions retained by the Distributor and Principal Underwriter over the past three years.

UNDERWRITING COMMISSIONS

YEAR	UNDERWRITING COMMISSIONS PAID TO THE DISTRIBUTOR BY THE COMPANY	AMOUNT OF UNDERWRITING COMMISSIONS RETAINED BY THE DISTRIBUTOR
2008.		[TO BE FILED BY AMENDMENT]
2007.	$282,717,096*	$ 9,036,720**
2006.	$ 3,219,944*	$27,377,844**

----

* 2007 and 2008 reflect commissions paid to third party broker-dealers, independent agents and affiliated broker-dealers. 2006 reflects commissions paid to third party broker-dealers. Prior to May 1, 2007, Metropolitan Life Insurance Company served as the selling broker-dealer for the Contracts.

** For the period January 1, 2007 through April 30, 2007, and for prior years, reflects withdrawal charges imposed by Metropolitan Life Insurance Company upon the early withdrawal of amounts from or surrender of the Contracts. MLIDC retains no underwriting commissions, and, therefore, for the period May 1, 2007 through December 31, 2007, the amount is $0.

EXPERIENCE FACTOR

We use the term "experience" factor to describe the investment performance for an investment division. The experience factor changes from Valuation Period (described later) to Valuation Period to reflect the upward or downward performance of the assets in the underlying Portfolios. The experience factor is calculated as of the end of each Valuation Period using the net asset value per share of the underlying Portfolio. The net asset value includes the per share amount of any dividend or capital gain distribution paid by the Portfolio during the current Valuation Period, and subtracts any per share charges for taxes and reserve for taxes. We then divide that amount by the net asset value per share as of the end of the last Valuation Period to obtain a factor that reflects

<PAGE>

investment performance. We then subtract a charge for each day in the valuation period which is the daily equivalent of the Separate Account charge. This charge varies, depending on the class of the Deferred Annuity. Below is a chart of the daily factors for each class of the Deferred Annuity and the various death benefits.

Separate Account Charges for all investment divisions except the American Funds Growth-Income, the American Funds Growth and the American Funds Global Small Capitalization (Daily Factor)

<TABLE>
<CAPTION>

<S>	B CLASS <C>	C CLASS <C>	L CLASS <C>	E CLASS <C>	EBONUS CLASS (YEARS 1-7)* <C>
Standard Death Benefit..................	.000031507	.000039726	.000035616	.000013699	.000026027
Annual Step Up Death Benefit............	.000034247	.000042466	.000038356	.000016438	.000028767

</TABLE>

Separate Account Charges for the American Funds Growth-Income, American Funds Growth and American Funds Global Small Capitalization Investment Divisions (Daily Factor)

<TABLE>
<CAPTION>

<S> <C> <C> <C> <C> <C>

	B CLASS	C CLASS	L CLASS	E CLASS	BONUS CLASS (YEARS 1-7)*
Standard Death Benefit..................	.000038356	.000046575	.000042466	.000020548	.000032877
Annual Step Up Benefit..................	.000041096	.000049315	.000045205	.000023288	.000035616

</TABLE>

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* Applies only for the first seven years; Separate Account charges are reduced after seven years to those of eClass.

VARIABLE INCOME PAYMENTS

ASSUMED INVESTMENT RETURN (AIR)

The following discussion concerning the amount of variable income payments is based on an Assumed Investment Return of 4% per year. It should not be inferred that such rates will bear any relationship to the actual net investment experience of the Separate Account.

AMOUNT OF INCOME PAYMENTS

The cash you receive periodically from an investment division (after your first payment if paid within 10 days of the issue date) will depend upon the number of annuity units held in that investment division (described below) and the Annuity Unit Value (described later) as of the 10th day prior to a payment date.

The Deferred Annuity specifies the dollar amount of the initial variable income payment for each investment division (this equals the first payment amount if paid within 10 days of the issue date). This initial variable income payment is computed based on the amount of the purchase payment applied to the specific investment division (net any applicable premium tax owed or Contract charge), the AIR, the age of the measuring lives and the income payment type selected. The initial payment amount is then divided by the Annuity Unit Value for the investment division to determine the number of annuity units held in that investment division. The number of annuity units held remains fixed for the duration of the Contract if no reallocations are made.

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

Each Deferred Annuity provides that, when a pay-out option is chosen, the payment will not be less than the payment produced by the then current Fixed Income Option purchase rates for that contract class, which will not be less than the rates used for a currently issued single payment immediate annuity contract. The purpose of this

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provision is to assure that, at retirement, if the Fixed Income Option purchase rates for contracts are significantly more favorable than the rates guaranteed by a Deferred Annuity of the same class, the annuitant will be given the benefit of the higher rates. Although guaranteed annuity rates for the eBonus Class are the same as for the other classes of the Deferred Annuity, current rates for the eBonus Class may be lower than the other classes of the Deferred Annuity and may be less than currently issued contract rates.

ANNUITY UNIT VALUE

The Annuity Unit Value is calculated at the same time that the Accumulation Unit Value for Deferred Annuities is calculated and is based on the same change in investment performance in the Separate Account. (See The Value of Your Income Payment in the Prospectus.)

REALLOCATION PRIVILEGE

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

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

- Second, we use the AIR to calculate an updated annuity purchase rate based upon your age, if applicable, and expected future income payments at the time of the reallocation;

- Third, we calculate another updated annuity purchase rate using our current annuity purchase rates for the Fixed Income Option on the date of your reallocation;

- Finally, we determine the adjusted payment amount by multiplying the updated income amount determined in the first step by the ratio of the annuity purchase rate determined in the second step divided by the annuity purchase rate determined in the third step.

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

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

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

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

- Suppose you choose to reallocate 40% of your income payment supported by investment division A to investment division B and the recalculated income payment supported by investment division A is $100. Then, your income payment supported by investment division B will be increased by $40 and your

<PAGE>

income payment supported by investment division A will be decreased by $40. (Changes will also be made to the number of annuity units in both investment divisions as well.)

CALCULATING THE ANNUITY UNIT VALUE

We calculate Annuity Unit Values once a day on every day the New York Stock Exchange is open for trading. We call the time between two consecutive Annuity Unit Value calculations the Valuation Period. We have the right to change the basis for the Valuation Period, on 30 days' notice, as long as it is consistent with the law. All purchase payments and reallocations are valued as of the end of the Valuation Period during which the transaction occurred. The Annuity Unit Values can increase or decrease, based on the investment performance of the corresponding underlying Portfolios. If the investment performance is positive, after payment of Separate Account expenses and the deduction for the AIR, Annuity Unit Values will go up. Conversely, if the investment performance is negative, after payment of Separate Account expenses and the deduction for the AIR, Annuity Unit Values will go down.

To calculate an Annuity Unit Value, we first multiply the experience factor for the period by a factor based on the AIR and the number of days in the Valuation Period. For an AIR of 4% and a one day Valuation Period, the factor is .99989255, which is the daily discount factor for an effective annual rate of 4%. (The AIR may be in the range of 3% to 6%, as defined in your Deferred Annuity and the laws in your state.) The resulting number is then multiplied by the last previously calculated Annuity Unit Value to produce the new Annuity Unit Value.

The following illustrations show, by use of hypothetical examples, the method of determining the Annuity Unit Value and the amount of variable income payments upon annuitization.

ILLUSTRATION OF CALCULATION OF ANNUITY UNIT VALUE

<TABLE>

<S>	<C>
1. Annuity Unit Value, beginning of period........	$ 10.20000
2. Experience factor for period...................	1.023558
3. Daily adjustment for 4% of Assumed Investment Return..	.99989255
4. (2) X (3)......................................	1.023448
5. Annuity Unit Value, end of period (1) X (4)....	$ 10.43917

</TABLE>

ILLUSTRATION OF ANNUITY PAYMENTS
(ASSUMES THE FIRST MONTHLY PAYMENT IS MADE WITHIN 10 DAYS OF THE ISSUE DATE OF THE PAYOUT)
ANNUITANT AGE 65, LIFE ANNUITY WITH 120 PAYMENTS GUARANTEED

<TABLE>

<S>	<C>
1. Number of Accumulation Units as of Annuity Date	1,500.00
2. Accumulation Unit Value........................	$ 11.80000
3. Accumulation Unit Value of the Deferred Annuity (1) X (2)...............................	$17,700.00
4. First monthly income payment per $1,000 of Accumulation Value..............................	$ 5.63
5. First monthly income payment (3) X (4) / 1,000.	$ 99.65
6. Annuity Unit Value as of Annuity Date equal to.	$ 10.80000
7. Number of Annuity Units (5) / (6)..............	9.2269
8. Assume Annuity Unit Value for the second month equal to (10 days prior to payment).............	$ 10.97000
9. Second monthly Annuity Payment (7) X (8).......	$ 101.22
10. Assume Annuity Unit Value for third month equal to.......................................	$ 10.52684
11. Next monthly Annuity Payment (7) X (10).......	$ 97.13

</TABLE>

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DETERMINING THE VARIABLE INCOME PAYMENT

Variable income payments can go up or down based upon the investment performance of the investment divisions in the Separate Account. AIR is the rate used to determine the first variable income payment and serves as a benchmark against which the investment performance of the investment divisions is compared. The higher the AIR, the higher the first variable income payment will be. Subsequent variable income payments increase only to the extent that the investment performance of the investment divisions exceeds the AIR (and Separate Account charges). Variable income payments will decline if the investment performance of the Separate Account does not exceed the AIR (and Separate Account charges). A lower AIR will result in a lower first variable income payment, but variable income payments will increase more rapidly or decline more slowly due to investment performance of the investment divisions.

ADVERTISEMENT OF THE SEPARATE ACCOUNT

From time to time we advertise the performance of various Separate Account investment divisions. For the investment divisions, this performance will be stated in terms of either "yield", "change in Accumulation Unit Value", "change in Annuity Unit Value" or "average annual total return" or some combination of the foregoing. Yield, change in Accumulation Unit Value, change in Annuity Unit Value and average annual total return figures are based on historical earnings and are not intended to indicate future performance. Yield figures quoted in advertisements state the net income generated by an investment in a particular investment division for a thirty-day period or month, which is specified in the advertisement, and then expressed as a percentage yield of that investment. Yield is calculated by dividing the net investment income per share earned during the period by the maximum offering price per share on the last day of the period, according to this formula 2[(a-b/cd+ 1)/6/-1], where "a" represents dividends and interest earned during the period; "b" represents expenses accrued for the period (net of reimbursements); "c" represents the average daily number of shares outstanding during the period that were entitled to receive dividends; and "d" represents the maximum offering price per share on the last day of the period. This percentage yield is then compounded semiannually. We also quote yield on a seven day basis for the money market division. Change in Accumulation Unit Value or Annuity Unit Value ("Non-Standard Performance") refers to the comparison between values of accumulation units or annuity units over specified periods in which an investment division has been in operation, expressed as a percentages and may also be expressed as an annualized figure. In addition, change in Accumulation Unit Value or Annuity Unit Value may be used to illustrate performance for a hypothetical investment (such as $10,000) over the time period specified. Change in Accumulation Unit Value is expressed by this formula [UV\1\,/UV\0\)/(annualization factor)/]-1, where UV, represents the current unit value and UV\0\ represents the prior unit value. The annualization factor can be either (1/number of years) or (365/number of days). Yield and change in Accumulation Unit Value figures do not reflect the possible imposition of a withdrawal charge for the Deferred Annuities, of up to 9% (generally) of the amount withdrawn attributable to a purchase payment, which may result in a lower figure being experienced by the investor. Average annual total return differs from the change in Accumulation Unit Value and Annuity Unit Value because it assumes a steady rate of return and reflects all expenses and applicable withdrawal charges. Average annual total return is calculated by finding the average annual compounded rates of return over the 1-, 5-, and 10-year periods that would equate the initial amount invested to the ending redeemable value, according to this formula P(1 + T)/n/ = ERV, where "P" represents a hypothetical initial payment of $1,000; "T" represents average annual total return; "n" represents number of years; and "ERV" represents ending redeemable value of a hypothetical $1,000 payment made at the beginning of the 1-, 5-, or 10-year periods at the end of the 1-, 5-, or 10-year period (or fractional portion). Performance figures will vary among the various Deferred Annuities as a result of different Separate Account charges and withdrawal charges.

Average Annual total return ("Standard Performance") calculations reflect the Separate Account charge with the Standard Death Benefit, the additional Separate Account charge for the American Funds investment divisions and the Annual Contract Fee and applicable withdrawal charges since the investment division inception date, which is the date the corresponding Portfolio or Predecessor Portfolio was first offered under the Separate Account that funds the Deferred Annuity.

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Performance may be calculated based upon historical performance of the underlying Portfolios of the Metropolitan Fund, Met Investors Fund, the Calvert Fund and American Funds and may assume that the Deferred Annuities were in existence prior to their inception date. After the investment division inception date, actual accumulation unit or annuity unit data is used.

Advertisements regarding the Separate Account may contain comparisons of hypothetical after-tax returns of currently taxable investments versus returns of tax deferred investments. From time to time, the Separate Account may compare the performance of its investment divisions with the performance of common stocks, long-term government bonds, long-term corporate bonds, intermediate-term government bonds, Treasury Bills, certificates of deposit and savings accounts. The Separate Account may use the Consumer Price Index in its advertisements as a measure of inflation for comparison purposes. From time to time, the Separate Account may advertise its performance ranking among similar investments or compare its performance to averages as compiled by independent organizations, such as Lipper Analytical Services, Inc., Morningstar, Inc., VARDS(R) and The Wall Street Journal. The Separate Account may also advertise its performance in comparison to appropriate indices, such as the Standard &

Poor's 500 Composite Stock Price Index, the Standard & Poor's Mid Cap 400 Index, the Standard & Poor's Small Cap 600 Index, the Russell 2000(R) Index, the Russell Mid Cap Growth Index, the Russell 2500(TM) Growth Index, the Russell 2000(R) Growth Index, the Russell 2000(R) Value Index, the Russell 1000(R) Growth Index, the Lehman Brothers(R) Aggregate Bond Index, the Lehman Brothers(R) Government/Corporate Bond Index, the Merrill Lynch High Yield Bond Index, the Morgan Stanley Capital International All Country World Index, the Salomon Smith Barney World Small Cap Index and the Morgan Stanley Capital International Europe, Australasia, Far East Index.

Performance may be shown for certain investment strategies that are made available under the Deferred Annuities. The first is the "Equity Generator." Under the "Equity Generator," an amount equal to the interest earned during a specified interval (i.e., monthly, quarterly) in the Fixed Interest Account is transferred to an investment division. The second strategy is the "Index Selector/SM/". Under this strategy, once during a specified period (i.e., quarterly, annually) transfers are made among the Lehman Brothers(R) Aggregate Bond Index, MetLife Stock Index, Morgan Stanley EAFE(R) Index, Russell 2000(R) Index and MetLife Mid Cap Stock Index Divisions and the Fixed Interest Account (or, if the models are available where the Fixed Interest Account is not made available, the BlackRock Money Market Division) in order to bring the percentage of the total Account Balance in each of these investment divisions and Fixed Interest Account back to the current allocation of your choice of one of several asset allocation models. The elements which form the basis of the models are provided by MetLife which may rely on a third party for its expertise in creating appropriate allocations. The models are designed to correlate to various risk tolerance levels associated with investing and are subject to change from time to time.

An Equity Generator Return or Index Selector Return for a model will be calculated by presuming a certain dollar value at the beginning of a period and comparing this dollar value with the dollar value, based on historical performance, at the end of the period, expressed as a percentage. The Return in each case will assume that no withdrawals or other unrelated transactions have occurred. We assume the Separate Account charge reflects the Standard Death Benefit. The information does not assume the charges for the Guaranteed Minimum Income Benefit. We may also show Index Selector investment strategies using other investment divisions for which these strategies are made available in the future. If we do so, performance will be calculated in the same manner as described above, using the appropriate account and/or investment divisions.

For purposes of presentation of Non-Standard Performance, we may assume the

Deferred Annuities were in existence prior to the inception date of the investment divisions in the Separate Account that funds the Deferred Annuity. In these cases, we calculate performance based on the historical performance of the underlying Metropolitan Fund, Met Investors Fund, the Calvert Fund and American Funds Portfolios since the Portfolio inception date. We use the actual accumulation unit or annuity unit data after the inception date. Any performance data that includes all or a portion of the time between the Portfolio inception date and that investment division inception date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Deferred Annuities had been introduced as of the Portfolio inception date.

<PAGE>

We may also present average annual total return calculations which reflect all Separate Account charges and applicable withdrawal charges since the Portfolio inception date. We use the actual accumulation unit or annuity unit data after the inception date. Any performance data that includes all or a portion of the terms between the Portfolio inception date and the investment division inception date is hypothetical. Hypothetical returns indicate what the performance data would have been if the Deferred Annuity had been introduced as of the Portfolio inception date.

Past performance is no guarantee of future results.

We may demonstrate hypothetical future values of Account Balances over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios. These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the weighted average of investment-related charges for all Portfolios to depict investment-related charges.

We may demonstrate hypothetical future values of Account Balances for a specific Portfolio based upon the assumed rates of return previously described, the deduction of the Separate Account charge and the Annual Contract Fee, if any, and the investment-related charges for the specific Portfolio to depict investment-related charges.

We may demonstrate the hypothetical historical value of each optional benefit for a specified period based on historical net asset values of the

Portfolios and the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, the investment-related charge and the charge for the optional benefit being illustrated.

We may demonstrate hypothetical future values of each optional benefit over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the annuity purchase rate, if applicable, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge and the Annual Contract Fee, if any, the weighted average of investment-related charges for all Portfolios to depict investment-related charges and the charge for the optional benefit being illustrated.

We may demonstrate hypothetical values of income payments over a specified period based on historical net asset values of the Portfolios and the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge, the investment-related charge and the Annual Contract Fee, if any.

We may demonstrate hypothetical future values of income payments over a specified period based on assumed rates of return (which will not exceed 12% and which will include an assumption of 0% as well) for the Portfolios, the applicable annuity purchase rate, either for an individual for whom the illustration is to be produced or based upon certain assumed factors (e.g., male, age 65). These presentations reflect the deduction of the Separate Account charge, the Annual Contract Fee, if any, and the weighted average of investment-related charges for all Portfolios to depict investment-related charges and the charge for the optional benefit being illustrated.

Any illustration should not be relied on as a guarantee of future results.

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VOTING RIGHTS

In accordance with our view of the present applicable law, we will vote the shares of each of the Portfolios held by the Separate Account (which are deemed attributable to all the Deferred Annuities described in the Prospectus) at regular and special meetings of the shareholders of the Portfolio based on instructions received from those having the voting interest in corresponding investment divisions of the Separate Account. However, if the 1940 Act or any rules thereunder should be amended or if the present interpretation thereof should change, and as a result we determine that we are permitted to vote the shares of the Portfolios in our own right, we may elect to do so.

Accordingly, you have voting interests under all the Deferred Annuities described in the Prospectus. The number of shares held in each Separate Account investment division deemed attributable to you is determined by dividing the value of accumulation or annuity units attributable to you in that investment division, if any, by the net asset value of one share in the Portfolio in which the assets in that Separate Account investment division are invested. Fractional votes will be counted. The number of shares for which you have the right to give instructions will be determined as of the record date for the meeting.

Portfolio shares held in each registered separate account of MetLife or any affiliate that are or are not attributable to life insurance policies or deferred annuities (including all the Deferred Annuities described in the Prospectus) and for which no timely instructions are received will be voted in the same proportion as the shares for which voting instruction are received by that separate account. Portfolio shares held in the general accounts or unregistered separate accounts of MetLife or its affiliates will be voted in the same proportion as the aggregate of (i) the shares for which voting instructions are received and (ii) the shares that are voted in proportion to such voting instructions. However, if we or an affiliate determine that we are permitted to vote any such shares, in our own right, we may elect to do so subject to the then current interpretation of the 1940 Act or any rules thereunder.

Qualified retirement plans do not have voting interests through life insurance or annuity contracts and do not vote these interests based upon the number of shares held in the Separate Account investment division deemed attributable to those qualified retirement plans. Shares are held by the plans themselves and are voted directly; the instruction process does not apply.

You will be entitled to give instructions regarding the votes attributable to your Deferred Annuity, in your sole discretion.

You may give instructions regarding, among other things, the election of the board of directors, ratification of the election of an independent registered public accounting firm, and the approval of investment and sub-investment managers.

DISREGARDING VOTING INSTRUCTIONS

MetLife may disregard voting instructions under the following circumstances (1) to make or refrain from making any change in the investments or investment policies for any Portfolio if required by any insurance regulatory authority; (2) to refrain from making any change in the investment policies for any investment manager or principal underwriter or any Portfolio which may be initiated by those having voting interests or the Metropolitan Fund's, Met Investors Fund's, the Calvert Fund's or American Funds'(R) boards of directors, provided MetLife's disapproval of the change is reasonable and, in the case of a change in investment policies or investment manager, based on a good faith determination that such change would be contrary to state law or otherwise inappropriate in light of the Portfolio's objective and purposes; or (3) to enter into or refrain from entering into any advisory agreement or underwriting contract, if required by any insurance regulatory authority.

In the event that MetLife does disregard voting instructions, a summary of the action and the reasons for such action will be included in the next semiannual report.

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ERISA

If your plan is subject to ERISA (the Employee Retirement Income Security Act of 1974) and you are married, the income payments, withdrawal provisions, and methods of payment of the death benefit under your Deferred Annuity may be subject to your spouse's rights as described below.

Generally, the spouse must give qualified consent whenever you elect to:

a. choose income payments other than on a qualified joint and survivor annuity basis ("QJSA") (one under which we make payments to you during your lifetime and then make payments reduced by no more than 50% to your spouse for his or her remaining life, if any); or choose to waive the qualified pre-retirement survivor annuity benefit ("QPSA") (the benefit payable to the surviving spouse of a participant who dies with a vested interest in an accrued retirement benefit under the plan before payment of the benefit has begun);

b. make certain withdrawals under plans for which a qualified consent is required;

c. name someone other than the spouse as your beneficiary;

d. use your accrued benefit as security for a loan exceeding $5,000.

Generally, there is no limit to the number of your elections as long as a qualified consent is given each time. The consent to waive the QJSA must meet certain requirements, including that it be in writing, that it acknowledges the identity of the designated beneficiary and the form of benefit selected, dated, signed by your spouse, witnessed by a notary public or plan representative, and that it be in a form satisfactory to us. The waiver of a QJSA generally must be executed during the 90-day period ending on the date on which income payments are to commence, or the withdrawal or the loan is to be made, as the case may be. If you die before benefits commence, your surviving spouse will be your beneficiary unless he or she has given a qualified consent otherwise. The qualified consent to waive the QPSA benefit and the beneficiary designation must be made in writing that acknowledges the designated beneficiary, dated, signed by your spouse, witnessed by a notary public or plan representative and in a form satisfactory to us. Generally, there is no limit to the number of beneficiary designations as long as a qualified consent accompanies each designation. The waiver of and the qualified consent for the QPSA benefit generally may not be given until the plan year in which you attain age 35. The waiver period for the QPSA ends on the date of your death.

If the present value of your benefit is worth $5,000 or less, your plan generally may provide for distribution of your entire interest in a lump sum without spousal consent.

TAXES

TSA Annuities. These fall under section 403(b) of the Code that provides certain tax benefits to eligible employees of public school systems and organizations that are tax exempt under section 501(c)(3) of the Code.

Except for the TSA Annuity under which the employer retains all rights on behalf of participants, your employer buys the Annuity for you although you, as the participant, then own it. The Code limits the amount of purchase payments that can be made. Purchase payments over this amount may be subject to adverse tax consequences. Special rules apply to the withdrawal of excess contributions. Withdrawals before age 59 1/2 are prohibited except for (a) amounts contributed to or earned under your Section 403(b) arrangement before January 1, 1989 that were either paid into or earned under the Annuity or later transferred to it in a manner satisfying applicable Code requirements (withdrawals are deemed to come first from pre-1989 money that is not subject to these restrictions, until all of such money is withdrawn); (b) tax-free transfers to other Section 403(b) funding vehicles or any other withdrawals that are not "distributions" under the Code; (c) amounts that are not attributable to salary reduction elective deferral contributions (i.e., generally amounts not attributable to a

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participant's pre- tax contributions and their earnings); (d) after a participant dies, separates from service or becomes disabled (as defined in Code); (e) in the case of financial hardship (as defined in the Code) but only purchase payments may be withdrawn for hardship, not earnings; or (f) under any other circumstances as the Code allows. Special withdrawal restrictions under Section 403(b)(7)(A)(ii) of the Code apply to amounts that had once been invested in mutual funds custodial arrangements even after such amounts are transferred to a Annuity.

In general, contributions to Section 403(b) arrangements are subject to limitations under Section 415(c) of the Code (the lesser of 100% of includable compensation or the applicable limit for the year).

These contributions (as well as any other salary reduction contributions to qualified plans of an employer), are also subject to the aggregate annual limitation under section 402 (g) of the Internal Revenue Code as shown below:

<TABLE>
<CAPTION>

FOR TAXABLE YEARS BEGINNING IN CALENDAR YEAR	APPLICABLE DOLLAR LIMIT

<S>	<C>
2008......................	$15,500

</TABLE>

The Applicable Dollar Limit under Section 402(g) is increased for eligible participants in the amount of the permissible age 50 and above catch up contributions for the year, which cannot exceed $5000 for 2006 and thereafter, regardless of the number of plans in which the employee participates.

Taxable withdrawals (other than tax-free transfers) that are allowed before age 59 1/2 are subject to an additional 10% tax penalty on the taxable portion of the withdrawal. This penalty does not apply to withdrawals (1) paid to a beneficiary or participant's estate after the participant's death; (2) due to permanent disability (as defined in the Code); (3) made in substantially equal periodic payments (not less frequently than annually) over the life or life expectancy of the participant or the participant and another person named by the participant where such payments begin after separation from service; (4) made to the participant after the participant separates from service with the employer after age 55; (5) made to the participant on account of deductible medical expenses (whether or not the participant actually itemizes deductions); (6) made to an "alternate payee" under a "qualified domestic relations order" (normally a spouse or ex-spouse); (7) of excess matching employer contributions made to eliminate discrimination under the Code; (8) timely made to reduce an elective deferral as allowed by the Code; or (9) after December 31, 1999 for IRS levies. If you are under age 59 1/2 and are receiving Systematic Withdrawal Program payments that you intend to qualify as a series of substantially equal periodic payments under Section 72(t) of the Code and thus not be subject to the 10% tax penalty, any modifications to your Systematic Withdrawal Program payments before the later of age 59 1/2 or five years after beginning Systematic Withdrawal Program payments will result in the retroactive imposition of the 10% tax penalty. You should consult with your tax adviser to determine whether you are eligible to rely on any exceptions to the 10% tax penalty before you elect to receive any Systematic Withdrawal Program payments or make any modifications to your Systematic Withdrawal Program payment.

Withdrawals may be transferred to another section 403(b) funding vehicle or (for eligible rollover distributions) to an IRA or to another eligible qualified retirement plan as defined by the Code without Federal tax consequences if Code requirements are met. The Annuity is not forfeitable and may not be transferred. Generally, for taxable years after 1996, if you do not have a 5% or more ownership interest in your employer, your entire interest in the Annuity must be withdrawn or begun to be withdrawn by April 1 of the calendar year following the later of: the year in which the participant reaches age 70 1/2 or, to the extent permitted under your plan or Contract, the year in which the participant retires. A tax penalty of 50% applies to withdrawals which should have been made but were not. Specific rules apply to the timing and calculation of these withdrawals. Other rules apply to how rapidly withdrawals must be made after the participant's death. Generally, when the participant dies, we must make payment of your entire remaining interest under the Annuity over a period and in a manner allowed by the Code and regulations. If the participant's spouse is the beneficiary, payments may be made over the spouse's lifetime or over a period not beyond the spouse's life expectancy starting by

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December 31 of the year in which the participant would have reached age 70 1/2. If the Annuity is subject to the Retirement Equity Act because it is part of a plan subject to ERISA, the participant's spouse has certain rights which may be waived with the written consent of the spouse. The IRS allows you to aggregate the amount to be withdrawn from each TSA Annuity you own and to withdraw this amount in total from any one or more of the TSA Deferred Annuities you own.

New rules effective for the 2006 distribution year, require that the interest in the Deferred Annuity subject to the minimum distribution requirements includes the value of all benefits (e.g. minimum death benefits) in addition to the account value. These rules are not entirely clear, consult your own tax advisor.

The portion of a distribution from a TSA Deferred Annuity to the participant or the participant's spouse (if she/he is the beneficiary) that is an "eligible rollover distribution," as defined in the Code, is subject to 20% mandatory Federal income tax withholding unless the participant directs the trustee, insurer or custodian of the plan to transfer all or any portion of his/her taxable interest in such plan to the trustee, insurer or custodian of an eligible retirement plan as defined under section 402(c)(8) of the Code. An eligible rollover distribution generally is the taxable portion of any TSA Deferred Annuity, except the following: (a) a series of substantially equal periodic payments over the life (or life expectancy) of the participant; (b) a series of substantially equal periodic payments over the lives (or joint life expectancies) of the participant and his/her beneficiary; (c) a series of substantially equal periodic payments over a specified period of at least ten years; (d) a minimum distribution required during the participant's lifetime or the minimum amount to be paid after the participant's death; (e) refunds of excess contributions to the plan described in section 401(k) of the Code for corporations and unincorporated businesses; (f) certain loans treated as distributions under the Code; (g) the cost of life insurance coverage which is includible in the gross income of the plan participant; (h) certain withdrawals on account of financial hardship and (i) any other taxable distributions from any of these plans which are not eligible rollover distributions.

For certain distributions after December 31, 2001, the otherwise non-taxable portion of the distribution may be an eligible rollover distribution if directly transferred or rolled over to an IRA or if directly transferred to another 403(b) plan which agrees to accept and separately account for it.

All taxable distributions from TSA Deferred Annuities that are not eligible rollover distributions will be subject to Federal income tax withholding, unless the payee elects to have no withholding. The rate of withholding is as determined by the Code and Regulations thereunder at the time of payment.

Effective March 28th 2005, certain mandatory distributions made to participants in an amount in excess of $1,000 must be automatically rolled over to an IRA designated by the Plan, unless the participant elects to receive it in cash or roll it over to a different IRA or eligible retirement plan of his or her own choosing. Generally, transitional rules apply as to when plans have to be amended. Special effective date rules apply for governmental plans and church plans.

Each type of annuity is subject to various tax limitations. Typically, the maximum amount of purchase payment is limited under Federal tax law and there are limitations on how long money can be left under the annuities before withdrawals must begin. A 10% tax penalty applies to certain taxable withdrawals from the annuity (or in some cases from the plan or arrangement that purchased the annuity) before you are age 59 1/2.

In general, income payments will meet minimum distribution requirements under the tax law where the payments are non-increasing, made at least annually, and are payable over your lifetime (or a period not exceeding your life expectancy), or over the joint lives of you and the designated beneficiary (or over a period not exceeding the life expectancies of you and the designated beneficiary).

Under final income tax regulations, distributions under an income annuity may increase because the amount of the payments vary with the investment performance of the underlying assets or because of actuarial gains.

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Additionally, withdrawals and commutations may be allowed in certain circumstances. It is not clear whether your income annuity will satisfy minimum distribution rules. Consult your tax advisor prior to purchase.

If you intend to choose a pay-out annuity which is payable over the joint lives of you and a beneficiary who is not your spouse (or over a period not exceeding the joint life expectancy of you and your non-spousal beneficiary), be advised that Federal tax rules may require that payments be made over a shorter period to meet the minimum distribution incidental benefit rules and avoid the 50% excise tax.

The rules for minimum distribution are very complex and you should consult your own tax advisor as to their applicability to the Deferred Annuity and the tax consequences of transferring money between investment divisions or between investment divisions and the Fixed Income Option.

If your benefit under a plan subject to the Retirement Equity Act (REA) is worth more than $5,000, the Code requires that your income payments protect your spouse if you die before you receive any income payments under the annuity or if you die while income payments are being made. If your annuity is subject to the REA, your spouse has certain rights which may be waived with the written consent of your spouse. Waiving these requirements will cause your initial monthly benefit to increase.

The rules as to what payments are subject to this provision are complex. We are not responsible for determining if your plan or arrangement satisfies the requirements of the Code.

403(a) Annuities. The employer adopts a 403(a) plan as a qualified retirement plan to provide benefits to participating employees. The plan generally works in a similar manner to a corporate qualified retirement plan except that the 403(a) plan does not have a trust or a trustee.

The Code limits the amount of contributions and distributions that may be made under 403(a) plans. Excess contributions are subject to a 10% penalty.

Taxable withdrawals before age 59 1/2 may be subject to a 10% tax penalty. Any amounts distributed under the 403(a) Annuities are generally taxed according to the rules described under Section 72 of the Code. Under rules similar to those described later for TSAs, for taxable years after 1996, if you do not have a 5% or more ownership interest in your employer, withdrawals of your entire interest under the Annuity must be made or begun to be made no later than the April 1 of the calendar year following the later of: the year in which you reach age 70 1/2 or, to the extent permitted under your plan or Contract, the year you retire. Also, when you die, the entire remaining interest in the plan generally must be paid over a period and in a manner as allowed by the Code and regulations. The minimum distribution rules for 403(a) Annuities are similar to those rules summarized for TSAs.

If your benefit under the 403(a) plan is worth more than $5,000, the Code requires that your annuity protect your spouse if you die before you receive any payments under the annuity or if you die while payments are being made. You may waive these requirements with the written consent of your spouse. Designating a beneficiary other than your spouse is considered a waiver. Waiving these requirements may cause your monthly benefit to increase during your lifetime. Special rules apply to the withdrawal of excess contributions.

SIMPLE IRAS ELIGIBILITY AND CONTRIBUTIONS

To be eligible to establish a SIMPLE IRA plan, your employer must have no more than 100 employees and the SIMPLE IRA plan must be the only tax qualified retirement plan maintained by your employer. Many of the same tax rules that apply to Traditional IRAs also apply to SIMPLE IRAs. However, the contribution limits, premature distribution rules, and rules applicable to eligible rollovers and transfers differ as explained below.

If you are participating in a SIMPLE IRA plan you may generally make contributions which are excluded from your gross income under a qualified salary reduction arrangement on a pre-tax basis of up to the limits in the table shown below.

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<TABLE>
<CAPTION>
CONTRIBUTION LIMIT FOR "CATCH-UP" FOR TAXPAYERS

FOR TAX YEARS BEGINNING IN	TAXPAYERS UNDER AGE 50	AGE 50 AND OLDER
<S>	<C>	<C>
2008.............	$10,500	$2,500

</TABLE>

Note: the Contribution limit above will be adjusted for inflation in year after 2007.

These contributions (as well as any other salary reduction contributions to qualified plans of an employer), are also subject to the aggregate annual limitation under section 402 (g) of the Internal Revenue Code as shown below:

<TABLE>
<CAPTION>

FOR TAXABLE YEARS BEGINNING IN CALENDAR YEAR	APPLICABLE DOLLAR LIMIT
<S>	<C>
2008......................	$15,500

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You may also make rollovers and direct transfers into your SIMPLE IRA annuity contract from another SIMPLE IRA annuity contract or account. No other contributions, rollovers or transfers can be made to your SIMPLE IRA.

You may not make Traditional IRA contributions or Roth IRA contributions to your SIMPLE IRA. You may not make eligible rollover contributions from other types of qualified retirement plans.

ROLLOVERS Tax-free rollovers and direct transfers from a SIMPLE IRA can only be made to another SIMPLE IRA annuity or account during the first two years that you participate in the SIMPLE IRA plan. After this two year period, tax-free rollovers and transfers may be made from your SIMPLE IRA into a Traditional IRA annuity or account a qualified employer plan a section 403(a) plan, 403(b) annuity, or a 457(b) plan maintained by a government employer, as well as into another SIMPLE IRA or eligible retirement plan, as well as into another SIMPLE IRA.

In order to be a tax-free rollover from your SIMPLE IRA, the money must generally be transferred into the new SIMPLE IRA (or after two years into a Traditional IRA or eligible retirement plan) within 60 days of the distribution.

The rollover is "tax-free" in that no income tax will be due on account of the distribution or transfer. The funds rolled over, in addition to any annual contributions made to the new IRA or eligible retirement plan and any earnings thereon are ultimately taxed when they are distributed from the new IRA or eligible retirement plan.

Taxable withdrawals (other than tax-free transfers or "rollovers" to other individual retirement arrangements) before age 59 1/2 are subject to a 10% tax penalty. This penalty does not apply to withdrawals (1) paid to a beneficiary or your estate after your death; (2) due to permanent disability (as defined in the Code); (3) made in substantially equal periodic payments (not less frequently than annually) over the life or life expectancy of you or you and another person named by you as your beneficiary; (4) to pay deductible medical expense; (5) to enable certain unemployed persons to pay medical insurance premiums; (6) to pay for qualified higher education expenses; (7) for qualified first time home purchases; or (8) made after December 31, 1999 for IRS levies. If you are under age 59 1/2 and are receiving Systematic Withdrawal Program payments that you intend to qualify as a series of substantially equal periodic payments under Section 72(t) of the Code and thus not subject to the 10% tax penalty, any modification to your Systematic Withdrawal Program payments before the later of age 59 1/2 or five years after beginning substantially equal periodic payments will result in the retroactive imposition of the 10% tax penalty. You should consult with your tax adviser to determine whether you are eligible to rely on any exceptions to the 10% tax penalty before you elect to receive any Systematic Withdrawal Program payments or make any modifications to your Systematic Withdrawal payments.

In the case of the premature distributions from a SIMPLE IRA, the tax penalty is increased to 25% during the first two years of participation in a SIMPLE IRA.

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Minimum distribution rules similar to those applicable to TSAs also apply to SIMPLE IRAs, except that the required beginning date is April 1st of the calendar year following the calendar year you attain age 70 1/2 in all cases.

SIMPLIFIED EMPLOYEE PENSION ("SEP")

If contributions are being made under a SEP plan of your employer, additional amounts may be contributed as permitted by the Code and the terms of the employer's plan. In addition rules applicable to Traditional IRA annuities (including purchase payments, rollovers, minimum distributions, penalty taxes and after death distributions) apply to your SEP/IRA annuity.

- Except for permissible contributions under the Code made in accordance with the employer's SEP permissible rollovers and direct transfers, purchase payments to SEPs for individuals under age 50 are limited to the lesser of 100% of compensation or the deductible amount each year ($4,000 for tax years 2005-2007). This amount reaches $5,000 in 2008 (adjusted for inflation thereafter).

- Beginning in 2002, individuals age 50 or older can make an additional "catch-up" purchase payment of $500 a year (assuming the individual has sufficient compensation). This amount increases to $1,000 for tax years beginning in 2006.

- Purchase payments in excess of this amount may be subject to a penalty tax.

- Purchase payments (except for permissible rollovers and direct transfers) are generally not permitted after the calendar year in which you attain age 69 1/2.

- These age and dollar limits do not apply to tax-free rollovers or transfers.

Annual purchase payments are generally deductible up to the above limits if neither you nor your spouse was an "active participant" in another qualified retirement plan during the taxable year. You will not be treated as married for these purposes if you lived apart for the entire taxable year and file separate returns. For 2006, if you are an "active participant" in another retirement plan and if your adjusted gross income is $50,000 or less ($75,000 for married couples filing jointly, however, never fully deductible for a married person filing separately), annual contributions are fully deductible. However, contributions are not deductible if your adjusted gross income is over $60,000 ($85,000 for married couples filing jointly, $10,000 for a married person filing separately). If your adjusted gross income falls between these amounts, your maximum deductible amount is phased out. For an individual who is not an "active participant" but whose spouse is, the adjusted gross income limits for the nonactive participant spouse is $150,000 for a full deduction (with a phase-out between $150,000 and $160,000). If you file a joint return and you and your spouse are under age 70 1/2 as of the end of the calendar year, you and your spouse may be able to make annual IRA contributions of up to twice the deductible amount to two IRAs, one in your name and one in your spouse's. Neither can exceed the deductible amount, nor can it exceed your joint compensation.

Your entire interest in a SEP must be withdrawn or begun to be withdrawn generally by April 1 of the calendar year following the year in which you reach age 70 1/2 and a tax penalty of 50% applies to withdrawals which should have been made but were not. Specific rules apply to the timing and calculation of these withdrawals. Other rules apply to how rapidly withdrawals must be made after your death. Generally, when you die, we must make payments of your entire remaining interest over a period and in a manner as allowed by the Code and applicable regulations. If your spouse is your beneficiary, and, if your annuity permits, payments may be made over your spouse's lifetime or over a period not beyond your spouse's life expectancy starting by the December 31 of the year in which you would have reached age 70 1/2, if later. If your sole beneficiary is your spouse, he or she may elect to continue the Deferred Annuity as his or her own SEP Deferred Annuity after your death. The IRS allows you to aggregate the amount required to be withdrawn from each Traditional IRA you own and to withdraw this amount in total from any one or more of the Traditional IRAs you own, including SEPs.

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Similar minimum distribution rules apply as in the case of SIMPLE IRAs.

457(b) Annuity. 457(b) plans are available to State or local governments and certain tax-exempt organizations as described in Section 457 of the Code. These plans, which must meet the requirements of Section 457(b), provide certain tax deferral benefits to employees and independent contractors. These plans are not available to churches and qualified church-controlled organizations. A 457(b) plan maintained by the State or local government must be held in trust (or custodial account or annuity contract) for the exclusive benefit of plan participants and their beneficiaries. Plan benefit deferrals, contributions and all income attributable to such amounts under 457(b) plans, other than those maintained by a State or local government as described above, are (until made available to the participant or other beneficiary) solely the property of the employer, subject to the claims of the employer's general creditors.

The compensation amounts that may be deferred under a 457(b) plan may not exceed certain deferral limits established under the Federal tax law. 457(b) plans maintained by State or local governmental employers are considered eligible retirement plans for purposes of the rollover rules and may also accept certain rollover contributions if permitted under the plan. Participants in 457(b) plans of state and local governments (but not participants in section 457(b) plans of Tax--Exempt employers) who attain age 50 prior to the end of the taxable year are also eligible to make catch-up contributions under the same limitations as apply for participants in Section 403(b) plans. Special one-time contribution limitation catch-up elections may also be available to participants in Section 457 (b) plans of both governmental and tax--exempt employers. Participants in governmental plans may not use both the age 50+ catch-up and the special one-time catch up in the same taxable year.

In general, contribution limits with respect to elective deferrals and to age 50+ catch-up contributions (under governmental 457 (b) plans) are not aggregated with contributions under the types of qualified plans for purposed of determining the limitations applicable to participants.

Under the plan, amounts will not be made available to participants or beneficiaries until the earliest of (1) the calendar year in which the participant reaches age 70 1/2, (2) when the participant has a severance from employment with the employer, or (3) when the participant is faced with an unforeseeable emergency as described in the income tax regulations. Amounts will not be treated as "made available" under these rules if (i) an election to defer commencement of a distribution is made by the participant and such election meets certain requirements, or (ii) the total amount payable is $5,000 or less and certain other requirements are met.

Withdrawals must conform to the complex minimum distribution requirements of the Code (similar to those described for TSAs), including the requirement that distributions must generally begin no later than April 1 of the calendar year following the later of: the year in which the participant attains age 70 1/2 or, to extent permitted under your plan or Contract, the year the participant retires. Premature withdrawals attributable to amounts rolled over from IRAs and other eligible retirement plans are subject to a 10% penalty tax. The exceptions applicable to qualified plans (other than IRAs) generally apply.

457(b) plans maintained by State or local governmental employers may permit loans in accordance with Code rules and limitations.

Special rules apply to certain non-governmental 457(b) plans deferring compensation from taxable years beginning before January 1, 1987 (or beginning later but based on an agreement in writing on August 16, 1986 and which then provided for deferral of fixed amounts or amounts determined by a fixed formula).

INVESTOR CONTROL

In some circumstances, owners of variable annuity contracts who retain excessive control over the investment of the underlying separate account assets may be treated as the owners of those assets and may be

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subject to tax on income produced by those assets. Although published guidance in this area does not address certain aspects of the Contracts, we believe that the owner of a Contract should not be treated as the owner of the separate account assets. We reserve the right to modify the Contract to bring it into conformity with applicable standards should such modification be necessary to prevent an owner of the Contract from being treated as the owner of the underlying separate account assets.

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ACCUMULATION UNIT VALUE TABLES

These tables show fluctuations in the Accumulation Unit Values for the possible mixes offered in the Deferred Annuity for each investment division from year end to year-end (except the highest possible and lowest possible mix which are in the prospectus). The information in these tables has been derived from the Separate Account's full financial statements or other reports (such as the annual report). The Guaranteed Minimum Income Benefit and Lifetime Withdrawal Guarantee Benefit charges are made by canceling accumulation units and, therefore, this charge is not reflected in the Accumulation Unit Value. However, purchasing this option will result in a higher charge.

METLIFE FINANCIAL FREEDOM SELECT
1.45 SEPARATE ACCOUNT CHARGE

<TABLE>
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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
American Funds Bond Division/(f)/	2006	$ 14.43	$ 15.11	287.93
	2007	15.11	15.35	8,944.09
American Funds Global Small Capitalization Division/(a)/	2002	12.00	10.66	5.73
	2003	10.66	16.09	1,265.00
	2004	16.09	19.13	1,886.38
	2005	19.13	23.57	2,642.31
	2006	23.57	28.75	4,656.61
	2007	28.75	34.32	7,848.07
American Funds Growth Division/(a)/	2002	83.77	80.82	0.88
	2003	80.82	108.71	566.83
	2004	108.71	120.23	983.74
	2005	120.23	137.35	1,729.74
	2006	137.35	148.84	3,179.70
	2007	148.84	164.39	5,620.39
American Funds Growth-Income Division/(a)/	2002	69.29	64.98	62.06
	2003	64.98	84.60	381.25
	2004	84.60	91.80	818.54
	2005	91.80	95.52	1,945.95
	2006	95.52	108.19	3,512.10
	2007	108.19	111.72	5,426.65
BlackRock Bond Income Division/(a)/	2002	40.03	41.53	1.00
	2003	41.53	43.22	960.63
	2004	43.22	44.37	1,213.90
	2005	44.37	44.68	2,842.84
	2006	44.68	45.86	3,408.53
	2007	45.86	47.92	3,586.78
BlackRock Large Cap Core Division*/(g)/	2007	77.17	77.81	848.24

BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/	2002	49.11	46.54	0.00
	2003	46.54	59.59	1.84
	2004	59.59	64.96	300.12
	2005	64.96	66.15	591.46
	2006	66.15	74.22	983.36
	2007	74.22	77.82	0.00

</TABLE>

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<TABLE>
<CAPTION>

FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
BlackRock Large Cap Value Division/(a)/	2002	$ 8.60	$ 7.90	0.00
	2003	7.90	10.55	7.80
	2004	10.55	11.77	168.62
	2005	11.77	12.25	376.12
	2006	12.25	14.38	2,087.06
	2007	14.38	14.62	9,865.81
BlackRock Legacy Large Cap Growth Division/(a)/	2002	20.29	17.73	0.00
	2003	17.73	23.63	29.08
	2004	23.63	25.28	85.96
	2005	25.28	26.60	336.05
	2006	26.60	27.24	658.32
	2007	27.24	31.79	715.01
BlackRock Money Market Division/(b)/	2003	21.95	21.81	0.00
	2004	21.81	21.65	0.00
	2005	21.65	21.91	0.00
	2006	21.91	22.57	0.00
	2007	22.57	23.32	0.00

BlackRock Strategic Value Division/(a)/................	2002	12.73	10.80	99.16
	2003	10.80	15.94	1,442.05
	2004	15.94	18.08	4,733.00
	2005	18.08	18.52	6,393.47
	2006	18.52	21.25	5,338.90
	2007	21.25	20.17	6,204.84
Calvert Social Balanced Division/(a)/..................	2002	17.21	16.88	0.00
	2003	16.88	19.85	107.19
	2004	19.85	21.18	344.88
	2005	21.18	22.05	570.10
	2006	22.05	23.64	1,083.33
	2007	23.64	23.94	2,037.87
Clarion Global Real Estate Division (formerly Neuberger Berman Real Estate Division)/(d)/..........	2004	9.99	12.82	156.41
	2005	12.82	14.32	2,090.52
	2006	14.32	19.42	5,568.38
	2007	19.42	16.27	9,986.87
Cyclical Growth ETF Division/(f)/......................	2006	10.70	11.40	0.00
	2007	11.40	11.87	145.98
Cyclical Growth and Income ETF Division/(f)/...........	2006	10.51	11.15	0.00
	2007	11.15	11.58	0.00
Davis Venture Value Division/(a)/......................	2002	22.11	21.51	0.92
	2003	21.51	27.72	316.39
	2004	27.72	30.59	957.99
	2005	30.59	33.16	2,198.14
	2006	33.16	37.37	4,690.25
	2007	37.37	38.43	9,401.84

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		BEGINNING OF YEAR	END OF YEAR	NUMBER OF ACCUMULATION

FUND NAME	YEAR	ACCUMULATION UNIT VALUE	ACCUMULATION UNIT VALUE	UNITS END OF YEAR
FI Large Cap Division/(f)/	2006	$ 17.00	$ 17.20	0.00
	2007	17.20	17.58	1.23
FI Mid Cap Opportunities Division/(a)(c)/	2002	11.19	10.78	0.00
	2003	10.78	14.27	0.00
	2004	14.27	16.43	1,844.29
	2005	16.43	17.27	3,246.37
	2006	17.27	18.99	3,696.05
	2007	18.99	20.24	4,101.03
FI Value Leaders Division/(a)/	2002	19.42	18.44	0.00
	2003	18.44	23.06	94.75
	2004	23.06	25.80	191.49
	2005	25.80	28.08	549.01
	2006	28.08	30.91	730.98
	2007	30.91	31.66	877.75
Franklin Templeton Small Cap Growth Division/(a)/	2002	6.73	6.23	0.00
	2003	6.23	8.88	361.42
	2004	8.88	9.73	688.78
	2005	9.73	10.01	995.07
	2006	10.01	10.83	2,541.58
	2007	10.83	11.13	4,155.52
Harris Oakmark Focused Value Division/(a)/	2002	22.41	23.05	136.67
	2003	23.05	30.06	1,004.28
	2004	30.06	32.49	1,645.00
	2005	32.49	35.13	2,964.48
	2006	35.13	38.85	4,220.68
	2007	38.85	35.57	4,709.45
Harris Oakmark International Division/(a)/	2002	9.88	8.82	1.12
	2003	8.82	11.74	136.41
	2004	11.74	13.94	3,721.58
	2005	13.94	15.70	4,996.10
	2006	15.70	19.94	10,988.71
	2007	19.94	19.43	20,546.61

Janus Forty Division/(h)/..............................	2007	144.01	176.60	26.63
Lazard Mid Cap Division/(a)/...........................	2002	9.98	9.65	0.00
	2003	9.65	12.01	549.58
	2004	12.01	13.54	1,021.69
	2005	13.54	14.42	1,448.25
	2006	14.42	16.30	1,010.15
	2007	16.30	15.63	1,696.77
Lehman Brothers(R) Aggregate Bond Division/(a)/........	2002	11.69	12.21	2.43
	2003	12.21	12.44	3,559.54
	2004	12.44	12.73	15,666.74
	2005	12.73	12.78	32,769.63
	2006	12.78	13.08	44,972.08
	2007	13.08	13.75	50,442.61

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Loomis Sayles Small Cap Division/(a)/..................	2002	$18.77	$17.13	0.00
	2003	17.13	23.04	20.81
	2004	23.04	26.39	100.06
	2005	26.39	27.75	155.00
	2006	27.75	31.83	436.20
	2007	31.83	35.02	962.11
Lord Abbett Bond Debenture Division/(a)/...............	2002	13.22	13.51	0.00
	2003	13.51	15.87	1,323.54
	2004	15.87	16.92	2,050.17
	2005	16.92	16.92	3,620.71
	2006	16.92	18.21	4,445.21
	2007	18.21	19.12	5,184.85

Met/AIM Small Cap Growth Division/(a)/.................	2002	8.91	8.46	0.00
	2003	8.46	11.58	4.72
	2004	11.58	12.15	186.97
	2005	12.15	12.97	306.64
	2006	12.97	14.60	452.84
	2007	14.60	15.98	889.96
MetLife Mid Cap Stock Index Division/(a)/..............	2002	8.94	8.61	3.48
	2003	8.61	11.41	2,349.55
	2004	11.41	13.02	3,485.46
	2005	13.02	14.37	6,363.90
	2006	14.37	15.56	8,808.86
	2007	15.56	16.49	10,732.14
MetLife Stock Index Division/(a)/......................	2002	27.91	26.63	2.96
	2003	26.63	33.56	2,815.01
	2004	33.56	36.47	7,580.95
	2005	36.47	37.52	13,758.23
	2006	37.52	42.60	18,457.29
	2007	42.60	44.07	23,472.30
MFS(R) Research International Division/(a)/............	2002	7.79	7.28	2.88
	2003	7.28	9.47	2,924.17
	2004	9.47	11.16	3,434.16
	2005	11.16	12.81	3,797.02
	2006	12.81	15.98	6,565.99
	2007	15.98	17.85	10,263.62
MFS(R) Total Return Division/(a)/......................	2002	31.73	31.48	0.00
	2003	31.48	36.22	162.46
	2004	36.22	39.62	1,233.12
	2005	39.62	40.16	1,329.60
	2006	40.16	44.31	1,857.25
	2007	44.31	45.47	2,885.95

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/	2002	$ 9.99	$ 9.65	316.59
	2003	9.65	11.91	1,436.68
	2004	11.91	13.05	3,152.03
	2005	13.05	12.65	5,072.08
	2006	12.65	14.69	6,962.96
	2007	14.69	13.90	14,487.72
Morgan Stanley EAFE(R) Index Division/(a)/	2002	7.85	6.97	550.11
	2003	6.97	9.43	3,873.08
	2004	9.43	11.08	6,433.44
	2005	11.08	12.34	9,089.56
	2006	12.34	15.26	12,602.42
	2007	15.26	16.62	17,463.95
Neuberger Berman Mid Cap Value Division/(a)/	2002	13.94	13.30	1.50
	2003	13.30	17.85	302.01
	2004	17.85	21.58	928.34
	2005	21.58	23.81	2,277.33
	2006	23.81	26.09	4,695.92
	2007	26.09	26.54	6,721.00
Oppenheimer Capital Appreciation Division/(a)/	2002	6.53	6.27	0.00
	2003	6.27	7.95	444.53
	2004	7.95	8.34	2,849.59
	2005	8.34	8.60	2,217.38
	2006	8.60	9.13	3,178.86
	2007	9.13	10.28	4,013.04
PIMCO Inflation Protected Bond Portfolio/(f)/	2006	10.97	11.08	330.84
	2007	11.08	12.10	462.98
PIMCO Total Return Division/(a)/	2002	10.90	11.34	333.34
	2003	11.34	11.66	6,229.03
	2004	11.66	12.06	10,445.98

	2005	12.06	12.16	14,727.33
	2006	12.16	12.52	23,460.30
	2007	12.52	13.28	29,497.35
RCM Technology Division/(a)/..........................	2002	3.67	2.95	0.00
	2003	2.95	4.59	80.88
	2004	4.59	4.33	507.30
	2005	4.33	4.74	954.08
	2006	4.74	4.92	2,828.72
	2007	4.92	6.37	6,050.28
Russell 2000(R) Index Division/(a)/....................	2002	9.98	9.25	0.39
	2003	9.25	13.28	856.01
	2004	13.28	15.37	1,554.63
	2005	15.37	15.80	2,943.50
	2006	15.80	18.31	4,984.93
	2007	18.31	17.74	5,735.40

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
T. Rowe Price Large Cap Growth Division/(a)/...........	2002	$ 8.88	$ 8.65	0.00
	2003	8.65	11.15	385.28
	2004	11.15	12.06	2,168.53
	2005	12.06	12.64	3,914.84
	2006	12.64	14.06	4,416.96
	2007	14.06	15.13	7,105.52
T. Rowe Price Mid Cap Growth Division/(a)/.............	2002	4.82	4.54	0.00
	2003	4.54	6.11	59.54
	2004	6.11	7.10	1,526.35
	2005	7.10	8.02	3,928.80

	2006	8.02	8.39	8,034.99
	2007	8.39	9.73	17,262.47
T. Rowe Price Small Cap Growth Division/(a)/...........	2002	8.84	8.65	116.27
	2003	8.65	12.02	1,333.24
	2004	12.02	13.14	2,047.11
	2005	13.14	14.34	1,363.39
	2006	14.34	14.65	2,309.31
	2007	14.65	15.82	3,961.01
Third Avenue Small Cap Value Division/(a)/.............	2002	9.02	8.22	0.00
	2003	8.22	11.47	9.53
	2004	11.47	14.30	214.83
	2005	14.30	16.27	904.15
	2006	16.27	18.15	3,365.95
	2007	18.15	17.34	6,471.22
Western Asset Management Strategic Bond Opportunities Division/(a)/..	2002	15.99	16.92	0.00
	2003	16.92	18.78	160.51
	2004	18.78	19.67	549.20
	2005	19.67	19.89	539.74
	2006	19.89	20.55	2,715.67
	2007	20.55	21.00	4,187.52
Western Asset Management U.S Government Division/(a)/..	2002	15.04	15.49	0.00
	2003	15.49	15.52	861.10
	2004	15.52	15.70	2,184.14
	2005	15.70	15.69	4,277.89
	2006	15.69	16.07	4,543.14
	2007	16.07	16.48	5,623.40
MetLife Aggressive Allocation Division/(e)/............	2005	9.99	11.14	0.00
	2006	11.14	12.70	1,825.47
	2007	12.70	12.93	3,704.54
MetLife Conservative Allocation Division/(e)/..........	2005	9.99	10.29	3,226.13
	2006	10.29	10.84	3,287.56
	2007	10.84	11.28	5,471.32

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
MetLife Conservative to Moderate Allocation Division/(e)/...	2005	$ 9.99	$10.51	0.00
	2006	10.51	11.33	4,260.41
	2007	11.33	11.71	16,422.84
MetLife Moderate Allocation Division/(e)/...................	2005	9.99	10.74	833.85
	2006	10.74	11.84	17,559.67
	2007	11.84	12.18	25,465.29
MetLife Moderate to Aggressive Allocation Division/(e)/.....	2005	9.99	10.97	331.12
	2006	10.97	12.35	8,864.31
	2007	12.35	12.64	19,896.20

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
American Funds Bond Division/(f)/......................	2006	$ 14.49	$ 15.19	90.17
	2007	15.19	15.43	2,717.93

American Funds Global Small Capitalization Division/(a)/	2002	12.03	10.68	0.00
	2003	10.68	16.14	248.94
	2004	16.14	19.19	874.83
	2005	19.19	23.66	3,034.21
	2006	23.66	28.88	8,369.00
	2007	28.88	34.49	9,984.89
American Funds Growth Division/(a)/	2002	84.55	81.59	1.16
	2003	81.59	109.80	213.24
	2004	109.80	121.49	750.36
	2005	121.49	138.86	1,130.53
	2006	138.86	150.55	3,008.94
	2007	150.55	166.36	3,261.55
American Funds Growth-Income Division/(a)/	2002	69.94	65.60	0.00
	2003	65.60	85.45	104.66
	2004	85.45	92.76	1,079.47
	2005	92.76	96.57	1,746.28
	2006	96.57	109.44	3,215.01
	2007	109.44	113.07	4,285.93
BlackRock Bond Income Division/(a)/	2002	40.41	41.94	0.00
	2003	41.94	43.66	1.59
	2004	43.66	44.85	463.63
	2005	44.85	45.18	1,569.21
	2006	45.18	46.40	1,663.84
	2007	46.40	48.51	3,284.42
BlackRock Large Cap Core Division*/(g)/	2007	78.10	78.77	541.05
BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/	2002	49.58	47.00	0.00
	2003	47.00	60.21	6.02
	2004	60.21	65.66	428.83
	2005	65.66	66.90	526.93
	2006	66.90	75.09	532.54
	2007	75.09	78.75	0.00
BlackRock Large Cap Value Division/(a)/	2002	8.60	7.91	0.00
	2003	7.91	10.56	549.93
	2004	10.56	11.79	1,211.71

	2005	11.79	12.27	2,995.73
	2006	12.27	14.42	4,300.92
	2007	14.42	14.66	6,799.21

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
BlackRock Legacy Large Cap Growth Division/(a)/........	2002	$20.37	$17.80	0.00
	2003	17.80	23.74	79.46
	2004	23.74	25.41	132.01
	2005	25.41	26.75	252.46
	2006	26.75	27.40	342.57
	2007	27.40	32.00	1,342.28
BlackRock Money Market Division/(b)/..................	2003	22.17	22.03	0.00
	2004	22.03	21.89	0.00
	2005	21.89	22.15	0.00
	2006	22.15	22.84	0.00
	2007	22.84	23.61	0.00
BlackRock Strategic Value Division/(a)/...............	2002	12.74	10.81	3.34
	2003	10.81	15.97	971.23
	2004	15.97	18.12	4,164.39
	2005	18.12	18.57	4,090.64
	2006	18.57	21.32	6,961.54
	2007	21.32	20.25	7,513.75
Calvert Social Balanced Division/(a)/.................	2002	17.30	16.96	0.00
	2003	16.96	19.96	92.43
	2004	19.96	21.30	1,335.42
	2005	21.30	22.20	1,304.11
	2006	22.20	23.81	1,464.93

	2007	23.81	24.12	993.28
Clarion Global Real Estate Division (formerly Neuberger Berman Real Estate Division)/(d)/..........	2004	9.99	12.83	2,370.18
	2005	12.83	14.33	4,213.75
	2006	14.33	19.45	10,092.59
	2007	19.45	16.30	6,491.19
Cyclical Growth ETF Division/(f)/......................	2006	10.70	11.41	0.00
	2007	11.41	11.88	62.15
Cyclical Growth and Income ETF Division/(f)/...........	2006	10.51	11.16	0.00
	2007	11.16	11.59	0.00
Davis Venture Value Division/(a)/......................	2002	22.20	21.60	0.00
	2003	21.60	27.85	111.16
	2004	27.85	30.75	748.08
	2005	30.75	33.35	2,892.00
	2006	33.35	37.60	5,553.60
	2007	37.60	38.68	6,860.60
FI Large Cap Division/(f)/.............................	2006	17.09	17.29	261.90
	2007	17.29	17.68	0.00

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
FI Mid Cap Opportunities Division/(a)(c)/.............	2002	$ 11.22	$ 10.81	0.00
	2003	10.81	14.32	0.00
	2004	14.32	16.49	658.97
	2005	16.49	17.35	1,509.50
	2006	17.35	19.09	2,459.23

	2007	19.09	20.35	2,108.30
FI Value Leaders Division/(a)/........................	2002	19.51	18.53	0.00
	2003	18.53	23.18	475.08
	2004	23.18	25.95	737.34
	2005	25.95	28.26	1,354.18
	2006	28.26	31.12	1,183.22
	2007	31.12	31.90	922.86
Franklin Templeton Small Cap Growth Division/(a)/......	2002	6.73	6.24	0.00
	2003	6.24	8.90	1,491.89
	2004	8.90	9.75	1,919.95
	2005	9.75	10.04	2,237.05
	2006	10.04	10.86	2,155.40
	2007	10.86	11.17	2,284.03
Harris Oakmark Focused Value Division/(a)/.............	2002	22.51	23.16	1.57
	2003	23.16	30.23	2,361.98
	2004	30.23	32.68	4,061.07
	2005	32.68	35.36	4,889.45
	2006	35.36	39.11	5,160.17
	2007	39.11	35.84	5,001.26
Harris Oakmark International Division/(a)/.............	2002	9.89	8.83	0.00
	2003	8.83	11.75	0.00
	2004	11.75	13.96	1,291.02
	2005	13.96	15.73	3,416.24
	2006	15.73	19.99	7,646.84
	2007	19.99	19.49	10,592.00
Janus Forty Division/(h)/..............................	2007	145.83	178.90	256.85
Lazard Mid Cap Division/(a)/...........................	2002	9.98	9.66	0.00
	2003	9.66	12.02	1,288.94
	2004	12.02	13.56	1,582.17
	2005	13.56	14.45	1,753.16
	2006	14.45	16.34	899.72
	2007	16.34	15.68	853.20
Lehman Brothers(R) Aggregate Bond Division/(a)/........	2002	11.71	12.23	0.00
	2003	12.23	12.47	2,135.85
	2004	12.47	12.77	7,143.10

	2005	12.77	12.83	9,498.74
	2006	12.83	13.13	17,290.68
	2007	13.13	13.81	32,305.85

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<S>	<C>	<C>	<C>	<C>
Loomis Sayles Small Cap Division/(a)/..................	2002	$18.85	$17.20	0.00
	2003	17.20	23.15	38.65
	2004	23.15	26.53	619.34
	2005	26.53	27.91	951.90
	2006	27.91	32.04	2,565.57
	2007	32.04	35.26	2,833.72
Lord Abbett Bond Debenture Division/(a)/...............	2002	13.26	13.56	0.00
	2003	13.56	15.93	55.05
	2004	15.93	16.99	1,105.41
	2005	16.99	17.01	1,847.75
	2006	17.01	18.31	3,416.36
	2007	18.31	19.23	5,606.79
Met/AIM Small Cap Growth Division/(a)/.................	2002	8.91	8.47	0.00
	2003	8.47	11.60	500.68
	2004	11.60	12.17	569.56
	2005	12.17	13.00	610.19
	2006	13.00	14.63	1.69
	2007	14.63	16.03	3.15
MetLife Mid Cap Stock Index Division/(a)/..............	2002	8.95	8.62	8.43
	2003	8.62	11.43	871.20
	2004	11.43	13.05	4,139.79
	2005	13.05	14.41	5,382.64

	2006	14.41	15.61	6,366.59
	2007	15.61	16.55	11,065.63
MetLife Stock Index Division/(a)/......................	2002	28.08	26.79	0.00
	2003	26.79	33.79	3,560.51
	2004	33.79	36.74	9,069.67
	2005	36.74	37.82	13,139.50
	2006	37.82	42.96	16,104.79
	2007	42.96	44.46	24,042.36
MFS(R) Research International Division/(a)/............	2002	7.79	7.28	0.00
	2003	7.28	9.49	14.75
	2004	9.49	11.19	51.30
	2005	11.19	12.84	353.65
	2006	12.84	16.03	3,516.25
	2007	16.03	17.91	3,893.52
MFS(R) Total Return Division/(a)/......................	2002	31.97	31.73	0.00
	2003	31.73	36.52	1,001.40
	2004	36.52	39.97	1,401.55
	2005	39.97	40.54	2,395.40
	2006	40.54	44.75	3,447.32
	2007	44.75	45.94	3,746.67

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/............................	2002	$10.00	$ 9.67	0.00
	2003	9.67	11.94	4,378.71
	2004	11.94	13.09	6,521.36
	2005	13.09	12.70	7,622.54

	2006	12.70	14.75	8,780.48
	2007	14.75	13.96	8,034.77
Morgan Stanley EAFE(R) Index Division/(a)/.............	2002	7.86	6.98	0.00
	2003	6.98	9.45	1,749.85
	2004	9.45	11.12	6,950.94
	2005	11.12	12.38	10,074.83
	2006	12.38	15.32	11,999.51
	2007	15.32	16.69	18,301.03
Neuberger Berman Mid Cap Value Division/(a)/...........	2002	13.97	13.33	0.00
	2003	13.33	17.90	832.96
	2004	17.90	21.65	2,085.00
	2005	21.65	23.89	5,035.38
	2006	23.89	26.20	8,407.39
	2007	26.20	26.66	8,584.25
Oppenheimer Capital Appreciation Division/(a)/.........	2002	6.54	6.28	0.00
	2003	6.28	7.96	1,369.01
	2004	7.96	8.35	1,564.27
	2005	8.35	8.62	1,786.40
	2006	8.62	9.15	757.44
	2007	9.15	10.32	505.50
PIMCO Inflation Protected Bond Portfolio/(f)/..........	2006	10.99	11.10	0.00
	2007	11.10	12.12	576.66
PIMCO Total Return Division/(a)/.......................	2002	10.91	11.35	0.00
	2003	11.35	11.68	2,010.07
	2004	11.68	12.09	5,982.63
	2005	12.09	12.19	8,960.97
	2006	12.19	12.56	12,287.44
	2007	12.56	13.32	12,380.76
RCM Technology Division/(a)/...........................	2002	3.67	2.96	0.00
	2003	2.96	4.60	344.29
	2004	4.60	4.34	1,006.93
	2005	4.34	4.75	1,873.94
	2006	4.75	4.93	2,398.63
	2007	4.93	6.40	3,312.84
Russell 2000(R) Index Division/(a)/....................	2002	10.00	9.27	0.00

	2003	9.27	13.32	461.65
	2004	13.32	15.42	2,348.12
	2005	15.42	15.86	3,666.83
	2006	15.86	18.39	4,048.22
	2007	18.39	17.82	5,647.42

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
T. Rowe Price Large Cap Growth Division/(a)/...........	2002	$ 8.89	$ 8.67	0.00
	2003	8.67	11.18	100.79
	2004	11.18	12.10	2,980.22
	2005	12.10	12.68	2,276.90
	2006	12.68	14.12	2,642.90
	2007	14.12	15.20	2,891.75
T. Rowe Price Mid Cap Growth Division/(a)/.............	2002	4.83	4.54	0.00
	2003	4.54	6.12	526.10
	2004	6.12	7.11	981.52
	2005	7.11	8.04	1,933.12
	2006	8.04	8.42	6,384.30
	2007	8.42	9.76	6,591.80
T. Rowe Price Small Cap Growth Division/(a)/...........	2002	8.86	8.67	0.00
	2003	8.67	12.06	0.00
	2004	12.06	13.20	6.04
	2005	13.20	14.41	228.27
	2006	14.41	14.72	599.02
	2007	14.72	15.90	825.91
Third Avenue Small Cap Value Division/(a)/.............	2002	9.02	8.23	0.00
	2003	8.23	11.48	0.00

	2004	11.48	14.32	1.76
	2005	14.32	16.30	230.07
	2006	16.30	18.19	791.70
	2007	18.19	17.39	770.75
Western Asset Management Strategic Bond Opportunities Division/(a)/..	2002	16.06	16.99	0.00
	2003	16.99	18.87	51.08
	2004	18.87	19.77	465.44
	2005	19.77	20.00	1,665.10
	2006	20.00	20.67	3,192.35
	2007	20.67	21.14	3,466.92
Western Asset Management U.S Government Division/(a)/..	2002	15.10	15.55	0.00
	2003	15.55	15.59	119.97
	2004	15.59	15.78	372.78
	2005	15.78	15.78	884.03
	2006	15.78	16.17	1,488.25
	2007	16.17	16.59	2,072.44
MetLife Aggressive Allocation Division/(e)/............	2005	9.99	11.15	0.00
	2006	11.15	12.71	0.00
	2007	12.71	12.94	2,025.81
MetLife Conservative Allocation Division/(e)/..........	2005	9.99	10.29	0.00
	2006	10.29	10.85	246.36
	2007	10.85	11.30	674.91

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
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MetLife Conservative to Moderate Allocation Division/(e)/...	2005	$ 9.99	$10.51	2,607.14

	2006	10.51	11.34	2,607.14
	2007	11.34	11.72	3,521.82
MetLife Moderate Allocation Division/(e)/	2005	9.99	10.74	527.34
	2006	10.74	11.85	38,145.98
	2007	11.85	12.19	79,401.10
MetLife Moderate to Aggressive Allocation Division/(e)/	2005	9.99	10.97	9,497.11
	2006	10.97	12.36	9,626.62
	2007	12.36	12.65	16,302.49

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
American Funds Bond Division/(f)/	2006	$ 14.62	$ 15.33	4,179.95
	2007	15.33	15.60	15,641.01
American Funds Global Small Capitalization Division/(a)/	2002	12.08	10.73	0.69
	2003	10.73	16.23	1,254.51
	2004	16.23	19.32	7,105.46
	2005	19.32	23.84	16,415.78
	2006	23.84	29.13	28,404.08
	2007	29.13	34.82	40,438.60
American Funds Growth Division/(a)/	2002	86.12	83.15	0.00
	2003	83.15	112.00	1,908.25
	2004	112.00	124.06	5,585.20
	2005	124.06	141.94	9,723.43

	2006	141.94	154.04	15,774.53
	2007	154.04	170.39	18,009.84
American Funds Growth-Income Division/(a)/.............	2002	71.24	66.85	50.08
	2003	66.85	87.16	3,013.83
	2004	87.16	94.72	7,944.50
	2005	94.72	98.71	11,558.81
	2006	98.71	111.97	14,967.77
	2007	111.97	115.80	18,636.08
BlackRock Bond Income Division/(a)/....................	2002	41.18	42.76	271.77
	2003	42.76	44.56	1,481.26
	2004	44.56	45.82	5,624.95
	2005	45.82	46.20	7,646.56
	2006	46.20	47.50	11,089.78
	2007	47.50	49.70	12,917.97
BlackRock Large Cap Core Division*/(g)/................	2007	79.98	80.72	3,305.85
BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/...................	2002	50.54	47.92	0.37
	2003	47.92	61.45	591.57
	2004	61.45	67.09	2,610.30
	2005	67.09	68.42	3,234.00
	2006	68.42	76.88	3,193.59
	2007	76.88	80.66	0.00
BlackRock Large Cap Value Division/(a)/................	2002	8.60	7.91	0.00
	2003	7.91	10.58	207.85
	2004	10.58	11.82	3,956.72
	2005	11.82	12.32	5,567.18
	2006	12.32	14.49	9,625.48
	2007	14.49	14.74	18,627.73

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BEGINNING NUMBER OF

FUND NAME	YEAR	OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
BlackRock Legacy Large Cap Growth Division/(a)/........	2002	$20.53	$17.94	0.00
	2003	17.94	23.96	19.58
	2004	23.96	25.67	383.03
	2005	25.67	27.05	496.87
	2006	27.05	27.74	1,265.24
	2007	27.74	32.43	1,338.96
BlackRock Money Market Division/(b)/...................	2003	22.61	22.49	0.00
	2004	22.49	22.36	0.00
	2005	22.36	22.65	0.00
	2006	22.65	23.38	0.00
	2007	23.38	24.19	0.00
BlackRock Strategic Value Division/(a)/................	2002	12.77	10.84	0.00
	2003	10.84	16.03	7,055.96
	2004	16.03	18.20	17,455.80
	2005	18.20	18.67	27,140.41
	2006	18.67	21.46	29,225.58
	2007	21.46	20.40	31,186.86
Calvert Social Balanced Division/(a)/..................	2002	17.46	17.13	5.79
	2003	17.13	20.18	1,918.65
	2004	20.18	21.57	4,593.81
	2005	21.57	22.49	7,424.82
	2006	22.49	24.15	8,311.30
	2007	24.15	24.49	9,079.89
Clarion Global Real Estate Division (formerly Neuberger Berman Real Estate Division)/(d)/..........	2004	9.99	12.84	5,322.67
	2005	12.84	14.36	14,667.91
	2006	14.36	19.50	25,498.77
	2007	19.50	16.36	35,878.78
Cyclical Growth ETF Division/(f)/......................	2006	10.71	11.43	0.00
	2007	11.43	11.91	1,481.95
Cyclical Growth and Income ETF Division/(f)/...........	2006	10.51	11.17	0.00

	2007	11.17	11.62	807.57
Davis Venture Value Division/(a)/......................	2002	22.37	21.78	0.00
	2003	21.78	28.11	664.92
	2004	28.11	31.06	4,447.76
	2005	31.06	33.72	13,592.62
	2006	33.72	38.06	28,002.64
	2007	38.06	39.20	34,928.19
FI Large Cap Division/(f)/............................	2006	17.25	17.46	58.23
	2007	17.46	17.88	444.06
FI Mid Cap Opportunities Division/(a)(c)/..............	2002	11.28	10.87	0.00
	2003	10.87	14.41	0.00
	2004	14.41	16.62	2,034.83
	2005	16.62	17.50	3,054.68
	2006	17.50	19.27	3,011.15
	2007	19.27	20.57	5,910.11

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<S>	<C>	<C>	<C>	<C>
FI Value Leaders Division/(a)/.........................	2002	$ 19.69	$ 18.71	0.00
	2003	18.71	23.43	35.20
	2004	23.43	26.26	177.38
	2005	26.26	28.62	1,050.87
	2006	28.62	31.55	942.92
	2007	31.55	32.37	1,813.16
Franklin Templeton Small Cap Growth Division/(a)/......	2002	6.74	6.25	0.00
	2003	6.25	8.92	861.82
	2004	8.92	9.79	3,198.31

	2005	9.79	10.08	4,278.03
	2006	10.08	10.92	5,493.72
	2007	10.92	11.25	6,326.66
Harris Oakmark Focused Value Division/(a)/.............	2002	22.72	23.39	0.00
	2003	23.39	30.55	1,755.56
	2004	30.55	33.07	5,787.83
	2005	33.07	35.81	12,211.04
	2006	35.81	39.65	15,415.48
	2007	39.65	36.37	16,720.02
Harris Oakmark International Division/(a)/.............	2002	9.90	8.84	0.00
	2003	8.84	11.78	208.96
	2004	11.78	14.01	4,441.45
	2005	14.01	15.80	16,084.95
	2006	15.80	20.10	37,615.27
	2007	20.10	19.61	43,819.92
Janus Forty Division/(h)/..............................	2007	149.54	183.57	128.73
Lazard Mid Cap Division/(a)/...........................	2002	9.99	9.67	0.00
	2003	9.67	12.05	1,038.85
	2004	12.05	13.61	2,361.56
	2005	13.61	14.51	3,263.02
	2006	14.51	16.43	8,026.22
	2007	16.43	15.78	10,653.28
Lehman Brothers(R) Aggregate Bond Division/(a)/........	2002	11.75	12.28	8.36
	2003	12.28	12.54	20,085.04
	2004	12.54	12.85	47,752.02
	2005	12.85	12.92	92,725.98
	2006	12.92	13.24	106,127.97
	2007	13.24	13.94	116,421.35
Loomis Sayles Small Cap Division/(a)/..................	2002	19.00	17.35	0.00
	2003	17.35	23.37	436.65
	2004	23.37	26.82	1,219.11
	2005	26.82	28.24	2,463.70
	2006	28.24	32.44	3,705.90
	2007	32.44	35.75	6,825.27

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>		<C>	<C>	<C>
Lord Abbett Bond Debenture Division/(a)/...............	2002	$13.34	$13.65	0.00
	2003	13.65	16.05	992.83
	2004	16.05	17.14	5,397.78
	2005	17.14	17.17	10,786.13
	2006	17.17	18.50	15,648.49
	2007	18.50	19.46	21,232.32
Met/AIM Small Cap Growth Division/(a)/.................	2002	8.92	8.48	0.00
	2003	8.48	11.62	182.58
	2004	11.62	12.21	511.32
	2005	12.21	13.05	1,033.94
	2006	13.05	14.71	1,207.37
	2007	14.71	16.13	1,491.25
MetLife Mid Cap Stock Index Division/(a)/..............	2002	8.97	8.64	199.54
	2003	8.64	11.47	5,819.44
	2004	11.47	13.11	10,497.05
	2005	13.11	14.49	22,360.55
	2006	14.49	15.71	29,660.75
	2007	15.71	16.67	36,068.29
MetLife Stock Index Division/(a)/......................	2002	28.42	27.14	7.64
	2003	27.14	34.25	8,207.04
	2004	34.25	37.29	25,924.52
	2005	37.29	38.42	48,991.14
	2006	38.42	43.68	61,260.76
	2007	43.68	45.26	66,152.91
MFS(R) Research International Division/(a)/............	2002	7.81	7.30	0.00
	2003	7.30	9.51	1,173.20

	2004	9.51	11.23	4,798.84
	2005	11.23	12.91	8,939.85
	2006	12.91	16.12	18,776.94
	2007	16.12	18.03	26,177.24
MFS(R) Total Return Division/(a)/......................	2002	32.46	32.23	0.57
	2003	32.23	37.14	1,772.11
	2004	37.14	40.68	6,580.74
	2005	40.68	41.31	10,059.10
	2006	41.31	45.64	12,375.50
	2007	45.64	46.90	15,030.22
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/............................	2002	10.04	9.71	0.00
	2003	9.71	12.00	10,221.49
	2004	12.00	13.17	18,229.30
	2005	13.17	12.79	26,656.12
	2006	12.79	14.87	31,680.13
	2007	14.87	14.09	38,874.85

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<S>	<C>	<C>	<C>	<C>
Morgan Stanley EAFE(R) Index Division/(a)/............	2002	$ 7.89	$ 7.01	248.58
	2003	7.01	9.50	13,651.82
	2004	9.50	11.19	27,550.49
	2005	11.19	12.47	41,684.88
	2006	12.47	15.44	54,371.66
	2007	15.44	16.85	65,823.33
Neuberger Berman Mid Cap Value Division/(a)/...........	2002	14.02	13.38	0.00
	2003	13.38	17.99	6,300.85

	2004	17.99	21.78	12,910.42
	2005	21.78	24.06	24,228.49
	2006	24.06	26.41	32,571.06
	2007	26.41	26.90	37,834.81
Oppenheimer Capital Appreciation Division/(a)/.........	2002	6.55	6.29	0.00
	2003	6.29	7.98	940.97
	2004	7.98	8.38	3,390.58
	2005	8.38	8.67	5,442.23
	2006	8.67	9.21	8,140.24
	2007	9.21	10.39	12,572.77
PIMCO Inflation Protected Bond Portfolio/(f)/..........	2006	11.02	11.14	2,303.23
	2007	11.14	12.18	1,951.66
PIMCO Total Return Division/(a)/.......................	2002	10.93	11.37	0.00
	2003	11.37	11.71	4,216.29
	2004	11.71	12.13	18,810.86
	2005	12.13	12.25	41,307.11
	2006	12.25	12.64	67,095.50
	2007	12.64	13.41	80,517.67
RCM Technology Division/(a)/...........................	2002	3.68	2.96	0.00
	2003	2.96	4.61	1,331.34
	2004	4.61	4.35	6,686.22
	2005	4.35	4.77	9,440.12
	2006	4.77	4.96	13,847.75
	2007	4.96	6.44	15,799.74
Russell 2000(R) Index Division/(a)/....................	2002	10.04	9.31	3.17
	2003	9.31	13.39	5,292.97
	2004	13.39	15.51	12,562.79
	2005	15.51	15.97	19,201.60
	2006	15.97	18.54	24,030.54
	2007	18.54	17.99	30,128.97
T. Rowe Price Large Cap Growth Division/(a)/...........	2002	8.93	8.71	3.33
	2003	8.71	11.24	2,228.75
	2004	11.24	12.17	7,950.56
	2005	12.17	12.77	12,533.58
	2006	12.77	14.23	18,411.25
	2007	14.23	15.34	22,993.55

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<S>	<C>	<C>	<C>	<C>
T. Rowe Price Mid Cap Growth Division/(a)/........	2002	$ 4.84	$ 4.55	0.00
	2003	4.55	6.14	2,759.96
	2004	6.14	7.14	8,853.66
	2005	7.14	8.08	18,443.49
	2006	8.08	8.47	27,143.41
	2007	8.47	9.83	39,282.99
T. Rowe Price Small Cap Growth Division/(a)/......	2002	8.91	8.72	0.00
	2003	8.72	12.14	283.40
	2004	12.14	13.30	7,007.65
	2005	13.30	14.53	8,186.87
	2006	14.53	14.87	10,355.33
	2007	14.87	16.07	10,756.81
Third Avenue Small Cap Value Division/(a)/........	2002	9.02	8.23	0.00
	2003	8.23	11.49	29.50
	2004	11.49	14.35	474.81
	2005	14.35	16.36	5,666.90
	2006	16.36	18.27	9,126.40
	2007	18.27	17.49	10,474.99
Western Asset Management Strategic Bond Opportunities Division/(a)/.....................	2002	16.18	17.13	0.00
	2003	17.13	19.04	389.90
	2004	19.04	19.98	6,424.70
	2005	19.98	20.22	12,349.61
	2006	20.22	20.93	14,381.41
	2007	20.93	21.42	17,530.31

Western Asset Management U.S Government Division/(a)/	2002	15.21	15.68	0.00
	2003	15.68	15.73	926.93
	2004	15.73	15.95	5,024.99
	2005	15.95	15.96	11,883.68
	2006	15.96	16.37	16,352.16
	2007	16.37	16.81	19,693.73
MetLife Aggressive Allocation Division/(e)/	2005	9.99	11.15	3,359.18
	2006	11.15	12.73	5,819.60
	2007	12.73	12.98	14,094.74
MetLife Conservative Allocation Division/(e)/	2005	9.99	10.30	1,175.75
	2006	10.30	10.87	4,128.53
	2007	10.87	11.33	6,370.56
MetLife Conservative to Moderate Allocation Division/(e)/	2005	9.99	10.52	2,212.95
	2006	10.52	11.36	15,593.91
	2007	11.36	11.76	40,950.77
MetLife Moderate Allocation Division/(e)/	2005	9.99	10.75	11,668.37
	2006	10.75	11.87	67,045.34
	2007	11.87	12.22	120,718.32
MetLife Moderate to Aggressive Allocation Division/(e)/	2005	9.99	10.98	309.33
	2006	10.98	12.38	45,181.90
	2007	12.38	12.69	173,779.52

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FUND NAME	YEAR	OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
American Funds Bond Division/(f)/	2006	$ 14.69	$ 15.41	11,192.15
	2007	15.41	15.68	30,652.67
American Funds Global Small Capitalization Division/(a)/	2002	12.10	10.76	557.68
	2003	10.76	16.28	9,980.89
	2004	16.28	19.38	32,169.56
	2005	19.38	23.94	53,815.74
	2006	23.94	29.25	90,191.95
	2007	29.25	34.99	131,719.59
American Funds Growth Division/(a)/	2002	86.92	83.94	176.60
	2003	83.94	113.13	2,601.77
	2004	113.13	125.36	11,142.92
	2005	125.36	143.50	20,806.09
	2006	143.50	155.81	34,951.88
	2007	155.81	172.44	44,644.32
American Funds Growth-Income Division/(a)/	2002	71.90	67.48	199.45
	2003	67.48	88.04	3,257.00
	2004	88.04	95.72	12,708.35
	2005	95.72	99.80	24,898.68
	2006	99.80	113.26	33,231.64
	2007	113.26	117.19	41,703.72
BlackRock Bond Income Division/(a)/	2002	41.57	43.17	0.64
	2003	43.17	45.02	540.42
	2004	45.02	46.31	5,630.30
	2005	46.31	46.72	11,847.49
	2006	46.72	48.05	19,508.65
	2007	48.05	50.31	25,543.28
BlackRock Large Cap Core Division*/(g)/	2007	80.94	81.72	5,796.29
BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/	2002	51.02	48.39	0.00
	2003	48.39	62.09	883.88

	2004	62.09	67.81	2,900.48
	2005	67.81	69.19	5,431.09
	2006	69.19	77.79	5,036.59
	2007	77.79	81.62	0.00
BlackRock Large Cap Value Division/(a)/................	2002	8.60	7.91	1.23
	2003	7.91	10.59	1,196.72
	2004	10.59	11.84	7,231.85
	2005	11.84	12.34	19,718.01
	2006	12.34	14.52	48,280.56
	2007	14.52	14.79	75,807.81

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
BlackRock Legacy Large Cap Growth Division/(a)/........	2002	$20.61	$18.02	0.00
	2003	18.02	24.07	673.68
	2004	24.07	25.80	2,340.14
	2005	25.80	27.20	4,215.16
	2006	27.20	27.91	7,416.89
	2007	27.91	32.64	12,876.15
BlackRock Money Market Division/(b)/..................	2003	22.83	22.72	0.00
	2004	22.72	22.60	0.00
	2005	22.60	22.91	0.00
	2006	22.91	23.65	0.00
	2007	23.65	24.48	0.00
BlackRock Strategic Value Division/(a)/................	2002	12.78	10.86	664.90
	2003	10.86	16.05	11,564.49
	2004	16.05	18.24	35,746.57
	2005	18.24	18.72	63,891.80

	2006	18.72	21.53	73,092.95
	2007	21.53	20.48	84,582.71
Calvert Social Balanced Division/(a)/..................	2002	17.55	17.22	0.00
	2003	17.22	20.29	777.36
	2004	20.29	21.70	3,141.99
	2005	21.70	22.64	5,951.19
	2006	22.64	24.32	13,156.87
	2007	24.32	24.68	13,300.84
Clarion Global Real Estate Division (formerly Neuberger Berman Real Estate Division)/(d)/..........	2004	9.99	12.84	11,581.70
	2005	12.84	14.37	42,000.82
	2006	14.37	19.52	90,382.44
	2007	19.52	16.39	109,841.59
Cyclical Growth ETF Division/(f)/......................	2006	10.71	11.43	810.50
	2007	11.43	11.92	1,471.08
Cyclical Growth and Income ETF Division/(f)/...........	2006	10.52	11.18	529.08
	2007	11.18	11.63	719.70
Davis Venture Value Division/(a)/......................	2002	22.46	21.87	0.00
	2003	21.87	28.24	1,875.67
	2004	28.24	31.22	11,457.85
	2005	31.22	33.91	29,844.72
	2006	33.91	38.29	61,001.71
	2007	38.29	39.45	91,088.61
FI Large Cap Division/(f)/.............................	2006	17.34	17.56	32.68
	2007	17.56	17.98	2,030.63
FI Mid Cap Opportunities Division/(a)(c)/..............	2002	11.31	10.91	0.00
	2003	10.91	14.46	0.00
	2004	14.46	16.69	8,701.89
	2005	16.69	17.58	12,151.14
	2006	17.58	19.37	21,275.09
	2007	19.37	20.68	33,848.67

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
FI Value Leaders Division/(a)/.........................	2002	$ 19.78	$ 18.80	0.00
	2003	18.80	23.56	2,175.01
	2004	23.56	26.41	5,714.67
	2005	26.41	28.81	12,826.61
	2006	28.81	31.77	20,349.77
	2007	31.77	32.61	25,293.61
Franklin Templeton Small Cap Growth Division/(a)/......	2002	6.74	6.25	1.07
	2003	6.25	8.93	2,561.45
	2004	8.93	9.80	4,385.38
	2005	9.80	10.11	7,510.69
	2006	10.11	10.95	12,060.14
	2007	10.95	11.28	17,747.54
Harris Oakmark Focused Value Division/(a)/.............	2002	22.83	23.50	1.02
	2003	23.50	30.71	7,695.71
	2004	30.71	33.26	25,237.45
	2005	33.26	36.04	44,612.30
	2006	36.04	39.92	52,659.81
	2007	39.92	36.63	54,931.52
Harris Oakmark International Division/(a)/.............	2002	9.90	8.84	0.00
	2003	8.84	11.79	1,704.64
	2004	11.79	14.03	14,362.17
	2005	14.03	15.83	37,553.48
	2006	15.83	20.15	87,080.07
	2007	20.15	19.67	144,563.14
Janus Forty Division/(h)/..............................	2007	151.43	185.95	798.67
Lazard Mid Cap Division/(a)/...........................	2002	10.00	9.68	55.05
	2003	9.68	12.06	3,497.54

	2004	12.06	13.63	5,787.16
	2005	13.63	14.54	9,521.77
	2006	14.54	16.47	12,501.98
	2007	16.47	15.83	22,878.08
Lehman Brothers(R) Aggregate Bond Division/(a)/........	2002	11.78	12.31	17.54
	2003	12.31	12.57	38,474.72
	2004	12.57	12.89	102,915.96
	2005	12.89	12.96	205,314.72
	2006	12.96	13.29	264,244.45
	2007	13.29	14.00	327,729.86
Loomis Sayles Small Cap Division/(a)/..................	2002	19.08	17.42	0.00
	2003	17.42	23.49	430.45
	2004	23.49	26.96	1,863.82
	2005	26.96	28.40	4,900.94
	2006	28.40	32.65	15,693.52
	2007	32.65	35.99	22,855.24

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Lord Abbett Bond Debenture Division/(a)/..............	2002	$13.38	$13.69	0.00
	2003	13.69	16.12	1,981.64
	2004	16.12	17.21	8,587.43
	2005	17.21	17.26	23,450.00
	2006	17.26	18.60	45,738.67
	2007	18.60	19.57	70,857.63
Met/AIM Small Cap Growth Division/(a)/................	2002	8.92	8.48	0.00
	2003	8.48	11.64	378.03
	2004	11.64	12.23	1,643.36

	2005	12.23	13.08	3,940.90
	2006	13.08	14.75	6,935.68
	2007	14.75	16.18	13,300.90
MetLife Mid Cap Stock Index Division/(a)/..............	2002	8.98	8.65	187.20
	2003	8.65	11.49	13,757.52
	2004	11.49	13.13	32,870.98
	2005	13.13	14.53	59,192.70
	2006	14.53	15.76	82,502.56
	2007	15.76	16.74	109,888.53
MetLife Stock Index Division/(a)/......................	2002	28.60	27.31	444.58
	2003	27.31	34.49	11,042.87
	2004	34.49	37.56	54,080.78
	2005	37.56	38.72	114,095.58
	2006	38.72	44.05	148,632.31
	2007	44.05	45.66	198,235.70
MFS(R) Research International Division/(a)/............	2002	7.81	7.31	3.60
	2003	7.31	9.53	2,237.70
	2004	9.53	11.25	9,928.64
	2005	11.25	12.94	15,108.88
	2006	12.94	16.17	39,835.88
	2007	16.17	18.09	63,548.82
MFS(R) Total Return Division/(a)/......................	2002	32.71	32.48	0.00
	2003	32.48	37.45	813.24
	2004	37.45	41.05	3,319.32
	2005	41.05	41.69	7,916.83
	2006	41.69	46.09	18,599.64
	2007	46.09	47.39	24,407.57
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/.............................	2002	10.06	9.73	323.04
	2003	9.73	12.03	20,898.58
	2004	12.03	13.21	47,327.08
	2005	13.21	12.83	81,629.90
	2006	12.83	14.93	97,471.07
	2007	14.93	14.15	118,286.34

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
Morgan Stanley EAFE(R) Index Division/(a)/	2002	$ 7.91	$ 7.03	405.39
	2003	7.03	9.53	21,562.40
	2004	9.53	11.22	53,078.66
	2005	11.22	12.51	111,871.57
	2006	12.51	15.51	146,569.71
	2007	15.51	16.92	191,996.23
Neuberger Berman Mid Cap Value Division/(a)/	2002	14.04	13.41	0.00
	2003	13.41	18.03	1,999.23
	2004	18.03	21.85	13,686.43
	2005	21.85	24.15	38,654.06
	2006	24.15	26.52	66,258.56
	2007	26.52	27.03	90,297.05
Oppenheimer Capital Appreciation Division/(a)/	2002	6.55	6.30	490.13
	2003	6.30	7.99	1,297.22
	2004	7.99	8.40	7,973.79
	2005	8.40	8.69	15,056.60
	2006	8.69	9.23	23,525.13
	2007	9.23	10.42	38,557.25
PIMCO Inflation Protected Bond Portfolio/(f)/	2006	11.04	11.16	1,016.65
	2007	11.16	12.21	6,604.14
PIMCO Total Return Division/(a)/	2002	10.93	11.38	1.97
	2003	11.38	11.73	14,215.84
	2004	11.73	12.16	41,826.85
	2005	12.16	12.28	89,228.83
	2006	12.28	12.67	121,051.40
	2007	12.67	13.46	125,705.69

RCM Technology Division/(a)/...........................	2002	3.68	2.96	2.35
	2003	2.96	4.62	6,716.30
	2004	4.62	4.36	24,603.44
	2005	4.36	4.78	25,580.43
	2006	4.78	4.98	31,715.23
	2007	4.98	6.46	47,810.31
Russell 2000(R) Index Division/(a)/....................	2002	10.06	9.32	128.23
	2003	9.32	13.42	8,854.14
	2004	13.42	15.56	20,312.33
	2005	15.56	16.03	37,877.46
	2006	16.03	18.61	52,823.37
	2007	18.61	18.07	72,826.83
T. Rowe Price Large Cap Growth Division/(a)/...........	2002	8.94	8.72	0.00
	2003	8.72	11.27	3,241.49
	2004	11.27	12.21	12,433.77
	2005	12.21	12.82	23,203.64
	2006	12.82	14.29	37,622.29
	2007	14.29	15.41	57,672.55

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
T. Rowe Price Mid Cap Growth Division/(a)/........	2002	$ 4.84	$ 4.55	0.00
	2003	4.55	6.15	2,513.05
	2004	6.15	7.15	12,867.84
	2005	7.15	8.10	36,733.24
	2006	8.10	8.49	82,534.12
	2007	8.49	9.86	134,469.83
T. Rowe Price Small Cap Growth Division/(a)/......	2002	8.93	8.75	90.72

	2003	8.75	12.18	1,207.58
	2004	12.18	13.35	7,339.04
	2005	13.35	14.60	11,013.68
	2006	14.60	14.94	25,240.67
	2007	14.94	16.16	31,188.14
Third Avenue Small Cap Value Division/(a)/........	2002	9.02	8.24	0.00
	2003	8.24	11.50	1,575.16
	2004	11.50	14.37	3,402.20
	2005	14.37	16.39	14,846.86
	2006	16.39	18.32	31,294.34
	2007	18.32	17.54	41,758.16
Western Asset Management Strategic Bond Opportunities Division/(a)/.....................	2002	16.24	17.20	0.00
	2003	17.20	19.13	6,448.48
	2004	19.13	20.08	18,309.18
	2005	20.08	20.34	26,774.36
	2006	20.34	21.06	44,725.89
	2007	21.06	21.56	56,045.55
Western Asset Management U.S Government Division/(a)/..................................	2002	15.27	15.74	0.00
	2003	15.74	15.80	1,102.58
	2004	15.80	16.03	9,814.61
	2005	16.03	16.05	26,071.81
	2006	16.05	16.47	33,535.79
	2007	16.47	16.92	39,618.60
MetLife Aggressive Allocation Division/(e)/.......	2005	9.99	11.16	6,449.53
	2006	11.16	12.74	24,157.56
	2007	12.74	13.00	41,782.13
MetLife Conservative Allocation Division/(e)/.....	2005	9.99	10.31	32.51
	2006	10.31	10.88	1,699.76
	2007	10.88	11.34	8,866.09
MetLife Conservative to Moderate Allocation Division/(e)/..................................	2005	9.99	10.52	14,398.27
	2006	10.52	11.37	32,374.88
	2007	11.37	11.77	59,185.56

MetLife Moderate Allocation Division/(e)/.........	2005	9.99	10.75	13,532.17
	2006	10.75	11.88	150,936.81
	2007	11.88	12.24	352,859.06
MetLife Moderate to Aggressive Allocation Division/(e)/..................................	2005	9.99	10.98	48,337.02
	2006	10.98	12.39	217,821.36
	2007	12.39	12.70	572,854.06

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
American Funds Bond Division/(f)/.....................	2006	$ 15.09	$ 15.86	0.00
	2007	15.86	16.19	0.00
American Funds Global Small Capitalization Division/(a)/....................................	2002	12.26	10.91	0.00
	2003	10.91	16.56	0.00
	2004	16.56	19.77	0.00
	2005	19.77	24.49	0.00
	2006	24.49	30.03	0.00
	2007	30.03	36.02	0.00
American Funds Growth Division/(a)/...................	2002	91.86	88.84	0.00
	2003	88.84	120.09	0.00
	2004	120.09	133.48	93.00
	2005	133.48	153.25	117.55
	2006	153.25	166.90	134.38
	2007	166.90	185.26	155.01

American Funds Growth-Income Division/(a)/.............	2002	75.98	71.42	83.36
	2003	71.42	93.45	108.72
	2004	93.45	101.91	0.00
	2005	101.91	106.58	0.00
	2006	106.58	121.32	0.00
	2007	121.32	125.91	0.00
BlackRock Bond Income Division/(a)/....................	2002	44.00	45.76	0.00
	2003	45.76	47.85	0.00
	2004	47.85	49.38	0.00
	2005	49.38	49.97	0.00
	2006	49.97	51.54	0.00
	2007	51.54	54.13	0.00
BlackRock Large Cap Core Division*/(g)/................	2007	86.95	87.96	0.00
BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/...................	2002	54.02	51.32	0.00
	2003	51.32	66.03	0.00
	2004	66.03	72.34	0.00
	2005	72.34	74.03	0.00
	2006	74.03	83.48	0.00
	2007	83.48	87.68	0.00
BlackRock Large Cap Value Division/(a)/................	2002	8.61	7.93	0.00
	2003	7.93	10.64	0.00
	2004	10.64	11.93	1,049.86
	2005	11.93	12.48	1,334.96
	2006	12.48	14.72	1,533.91
	2007	14.72	15.04	1,776.64

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		BEGINNING OF YEAR ACCUMULATION	END OF YEAR ACCUMULATION	NUMBER OF ACCUMULATION UNITS END

FUND NAME	YEAR	UNIT VALUE	UNIT VALUE	OF YEAR
<S>	<C>	<C>	<C>	<C>
BlackRock Legacy Large Cap Growth Division/(a)/........	2002	$21.09	$18.47	0.00
	2003	18.47	24.74	0.00
	2004	24.74	26.60	0.00
	2005	26.60	28.13	0.00
	2006	28.13	28.95	0.00
	2007	28.95	33.96	0.00
BlackRock Money Market Division/(b)/..................	2003	24.22	24.15	0.00
	2004	24.15	24.10	0.00
	2005	24.10	24.50	0.00
	2006	24.50	25.37	0.00
	2007	25.37	26.34	0.00
BlackRock Strategic Value Division/(a)/...............	2002	12.86	10.94	0.00
	2003	10.94	16.22	0.00
	2004	16.22	18.49	703.07
	2005	18.49	19.03	888.99
	2006	19.03	21.95	1,020.41
	2007	21.95	20.94	1,187.12
Calvert Social Balanced Division/(a)/.................	2002	18.07	17.75	0.00
	2003	17.75	20.98	0.00
	2004	20.98	22.50	0.00
	2005	22.50	23.55	0.00
	2006	23.55	25.37	0.00
	2007	25.37	25.83	0.00
Clarion Global Real Estate Division (formerly Neuberger Berman Real Estate Division)/(d)/..........	2004	9.99	12.87	0.00
	2005	12.87	14.44	0.00
	2006	14.44	19.68	0.00
	2007	19.68	16.57	0.00
Cyclical Growth ETF Division/(f)/.....................	2006	10.73	11.47	0.00
	2007	11.47	12.00	0.00
Cyclical Growth and Income ETF Division/(f)/..........	2006	10.54	11.22	0.00
	2007	11.22	11.71	0.00

Davis Venture Value Division/(a)/......................	2002	22.98	22.41	0.00
	2003	22.41	29.02	0.00
	2004	29.02	32.19	0.00
	2005	32.19	35.07	0.00
	2006	35.07	39.71	0.00
	2007	39.71	41.04	0.00
FI Large Cap Division/(f)/............................	2006	17.85	18.11	0.00
	2007	18.11	18.60	0.00
FI Mid Cap Opportunities Division/(a)(c)/.............	2002	11.50	11.10	0.00
	2003	11.10	14.76	0.00
	2004	14.76	17.09	0.00
	2005	17.09	18.05	0.00
	2006	18.05	19.95	0.00
	2007	19.95	21.36	0.00

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
FI Value Leaders Division/(a)/........................	2002	$ 20.33	$ 19.36	238.42
	2003	19.36	24.32	340.41
	2004	24.32	27.35	0.00
	2005	27.35	29.92	0.00
	2006	29.92	33.10	0.00
	2007	33.10	34.07	0.00
Franklin Templeton Small Cap Growth Division/(a)/......	2002	6.77	6.28	0.00
	2003	6.28	9.00	0.00
	2004	9.00	9.91	0.00
	2005	9.91	10.25	0.00
	2006	10.25	11.14	0.00

	2007	11.14	11.51	0.00
Harris Oakmark Focused Value Division/(a)/.............	2002	23.46	24.19	0.00
	2003	24.19	31.71	0.00
	2004	31.71	34.45	0.00
	2005	34.45	37.43	0.00
	2006	37.43	41.59	0.00
	2007	41.59	38.28	0.00
Harris Oakmark International Division/(a)/.............	2002	9.92	8.88	0.00
	2003	8.88	11.87	0.00
	2004	11.87	14.17	0.00
	2005	14.17	16.03	0.00
	2006	16.03	20.47	0.00
	2007	20.47	20.05	0.00
Janus Forty Division/(h)/..............................	2007	163.29	200.92	0.00
Lazard Mid Cap Division/(a)/...........................	2002	10.02	9.71	548.23
	2003	9.71	12.14	653.11
	2004	12.14	13.76	0.00
	2005	13.76	14.73	0.00
	2006	14.73	16.73	0.00
	2007	16.73	16.12	0.00
Lehman Brothers(R) Aggregate Bond Division/(a)/........	2002	11.91	12.46	0.00
	2003	12.46	12.76	0.00
	2004	12.76	13.13	0.00
	2005	13.13	13.25	0.00
	2006	13.25	13.62	0.00
	2007	13.62	14.39	0.00
Loomis Sayles Small Cap Division/(a)/..................	2002	19.56	17.88	0.00
	2003	17.88	24.18	0.00
	2004	24.18	27.84	0.00
	2005	27.84	29.42	0.00
	2006	29.42	33.92	0.00
	2007	33.92	37.50	0.00

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Lord Abbett Bond Debenture Division/(a)/...............	2002	$13.63	$13.97	0.00
	2003	13.97	16.49	0.00
	2004	16.49	17.67	0.00
	2005	17.67	17.76	0.00
	2006	17.76	19.21	0.00
	2007	19.21	20.27	0.00
Met/AIM Small Cap Growth Division/(a)/.................	2002	8.94	8.51	0.00
	2003	8.51	11.71	0.00
	2004	11.71	12.35	0.00
	2005	12.35	13.25	0.00
	2006	13.25	14.98	0.00
	2007	14.98	16.48	0.00
MetLife Mid Cap Stock Index Division/(a)/..............	2002	9.03	8.71	0.00
	2003	8.71	11.61	0.00
	2004	11.61	13.31	0.00
	2005	13.31	14.77	0.00
	2006	14.77	16.07	0.00
	2007	16.07	17.12	0.00
MetLife Stock Index Division/(a)/......................	2002	29.66	28.37	0.00
	2003	28.37	35.93	0.00
	2004	35.93	39.25	0.00
	2005	39.25	40.58	0.00
	2006	40.58	46.30	0.00
	2007	46.30	48.15	0.00
MFS(R) Research International Division/(a)/............	2002	7.84	7.35	0.00
	2003	7.35	9.61	0.00
	2004	9.61	11.38	0.00
	2005	11.38	13.13	0.00

	2006	13.13	16.46	0.00
	2007	16.46	18.47	0.00
MFS(R) Total Return Division/(a)/......................	2002	34.23	34.05	0.00
	2003	34.05	39.37	0.00
	2004	39.37	43.28	0.00
	2005	43.28	44.10	0.00
	2006	44.10	48.89	0.00
	2007	48.89	50.42	0.00
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/............................	2002	10.17	9.85	0.00
	2003	9.85	12.22	0.00
	2004	12.22	13.46	0.00
	2005	13.46	13.11	0.00
	2006	13.11	15.30	0.00
	2007	15.30	14.55	0.00

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Morgan Stanley EAFE(R) Index Division/(a)/............	2002	$ 8.00	$ 7.12	330.63
	2003	7.12	9.67	661.18
	2004	9.67	11.43	1,161.83
	2005	11.43	12.79	1,457.54
	2006	12.79	15.89	1,646.37
	2007	15.89	17.39	1,863.44
Neuberger Berman Mid Cap Value Division/(a)/..........	2002	14.20	13.58	0.00
	2003	13.58	18.32	0.00
	2004	18.32	22.25	0.00
	2005	22.25	24.67	0.00

	2006	24.67	27.18	0.00
	2007	27.18	27.78	0.00
Oppenheimer Capital Appreciation Division/(a)/.........	2002	6.58	6.33	0.00
	2003	6.33	8.06	0.00
	2004	8.06	8.50	0.00
	2005	8.50	8.82	0.00
	2006	8.82	9.40	0.00
	2007	9.40	10.64	0.00
PIMCO Inflation Protected Bond Portfolio/(f)/..........	2006	11.14	11.28	0.00
	2007	11.28	12.38	0.00
PIMCO Total Return Division/(a)/.......................	2002	10.98	11.45	433.98
	2003	11.45	11.83	635.34
	2004	11.83	12.30	0.00
	2005	12.30	12.46	0.00
	2006	12.46	12.90	0.00
	2007	12.90	13.74	0.00
RCM Technology Division/(a)/...........................	2002	3.69	2.98	0.00
	2003	2.98	4.66	0.00
	2004	4.66	4.41	0.00
	2005	4.41	4.85	0.00
	2006	4.85	5.06	0.00
	2007	5.06	6.60	0.00
Russell 2000(R) Index Division/(a)/....................	2002	10.17	9.44	0.00
	2003	9.44	13.63	0.00
	2004	13.63	15.85	0.00
	2005	15.85	16.38	0.00
	2006	16.38	19.08	0.00
	2007	19.08	18.57	0.00
T. Rowe Price Large Cap Growth Division/(a)/...........	2002	9.04	8.83	0.00
	2003	8.83	11.44	0.00
	2004	11.44	12.44	0.00
	2005	12.44	13.10	0.00
	2006	13.10	14.65	0.00
	2007	14.65	15.83	0.00

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
T. Rowe Price Mid Cap Growth Division/(a)/........	2002	$ 4.86	$ 4.58	0.00
	2003	4.58	6.20	0.00
	2004	6.20	7.24	0.00
	2005	7.24	8.22	0.00
	2006	8.22	8.64	0.00
	2007	8.64	10.07	0.00
T. Rowe Price Small Cap Growth Division/(a)/......	2002	9.08	8.90	0.00
	2003	8.90	12.43	0.00
	2004	12.43	13.67	903.53
	2005	13.67	14.99	1,147.98
	2006	14.99	15.39	1,322.70
	2007	15.39	16.70	1,546.69
Third Avenue Small Cap Value Division/(a)/........	2002	9.03	8.25	0.00
	2003	8.25	11.56	0.00
	2004	11.56	14.49	0.00
	2005	14.49	16.58	0.00
	2006	16.58	18.58	0.00
	2007	18.58	17.84	0.00
Western Asset Management Strategic Bond Opportunities Division/(a)/.....................	2002	16.62	17.63	0.00
	2003	17.63	19.66	0.00
	2004	19.66	20.70	0.00
	2005	20.70	21.03	0.00
	2006	21.03	21.84	0.00
	2007	21.84	22.43	0.00
Western Asset Management U.S Government				

Division/(a)/	2002	15.63	16.14	0.00
	2003	16.14	16.24	0.00
	2004	16.24	16.52	0.00
	2005	16.52	16.60	0.00
	2006	16.60	17.08	0.00
	2007	17.08	17.60	0.00
MetLife Aggressive Allocation Division/(e)/	2005	9.99	11.18	0.00
	2006	11.18	12.81	0.00
	2007	12.81	13.10	0.00
MetLife Conservative Allocation Division/(e)/	2005	9.99	10.33	0.00
	2006	10.33	10.93	0.00
	2007	10.93	11.43	0.00
MetLife Conservative to Moderate Allocation Division/(e)/	2005	9.99	10.54	0.00
	2006	10.54	11.43	0.00
	2007	11.43	11.87	0.00
MetLife Moderate Allocation Division/(e)/	2005	9.99	10.78	0.00
	2006	10.78	11.94	0.00
	2007	11.94	12.34	0.00
MetLife Moderate to Aggressive Allocation Division/(e)/	2005	9.99	11.00	0.00
	2006	11.00	12.45	0.00
	2007	12.45	12.81	0.00

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FUND NAME	YEAR	UNIT VALUE	UNIT VALUE	OF YEAR
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American Funds Bond Division/(f)/	2006	$ 15.57	$ 16.41	0.00
	2007	16.41	16.81	23.86
American Funds Global Small Capitalization Division/(a)/	2002	12.44	11.09	0.00
	2003	11.09	16.89	0.00
	2004	16.89	20.24	60.51
	2005	20.24	25.16	128.70
	2006	25.16	30.95	198.08
	2007	30.95	37.26	370.00
American Funds Growth Division/(a)/	2002	97.98	94.91	0.00
	2003	94.91	128.75	4.61
	2004	128.75	143.61	20.17
	2005	143.61	165.46	38.07
	2006	165.46	180.83	57.42
	2007	180.83	201.43	66.22
American Funds Growth-Income Division/(a)/	2002	81.05	76.30	0.00
	2003	76.30	100.19	136.86
	2004	100.19	109.65	232.41
	2005	109.65	115.07	307.05
	2006	115.07	131.44	375.63
	2007	131.44	136.90	450.47
BlackRock Bond Income Division/(a)/	2002	47.00	48.96	0.00
	2003	48.96	51.39	0.00
	2004	51.39	53.21	15.09
	2005	53.21	54.03	88.59
	2006	54.03	55.93	0.00
	2007	55.93	58.94	0.22
BlackRock Large Cap Core Division*/(g)/	2007	94.52	95.85	3.26
BlackRock Large Cap Division (formerly BlackRock Investment Trust Division)/(a)(g)/	2002	57.75	54.95	0.00
	2003	54.95	70.95	0.00
	2004	70.95	78.00	0.00
	2005	78.00	80.11	0.00

	2006	80.11	90.65	0.00
	2007	90.65	95.31	0.00
BlackRock Large Cap Value Division/(a)/................	2002	8.61	7.95	0.00
	2003	7.95	10.70	0.00
	2004	10.70	12.04	0.00
	2005	12.04	12.64	0.00
	2006	12.64	14.97	0.00
	2007	14.97	15.34	0.00

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
BlackRock Legacy Large Cap Growth Division/(a)/........	2002	$21.67	$19.00	0.00
	2003	19.00	25.54	0.00
	2004	25.54	27.57	0.00
	2005	27.57	29.25	0.00
	2006	29.25	30.21	0.00
	2007	30.21	35.56	0.00
BlackRock Money Market Division/(b)/..................	2003	25.95	25.93	0.00
	2004	25.93	25.97	0.00
	2005	25.97	26.49	0.00
	2006	26.49	27.53	0.00
	2007	27.53	28.68	0.00
BlackRock Strategic Value Division/(a)/................	2002	12.95	11.03	0.00
	2003	11.03	16.42	0.00
	2004	16.42	18.78	0.00
	2005	18.78	19.40	0.00
	2006	19.40	22.46	0.00
	2007	22.46	21.50	0.00

Calvert Social Balanced Division/(a)/..................	2002	18.69	18.40	0.00
	2003	18.40	21.82	0.00
	2004	21.82	23.48	0.00
	2005	23.48	24.66	0.00
	2006	24.66	26.66	0.00
	2007	26.66	27.23	1.81
Clarion Global Real Estate Division (formerly Neuberger Berman Real Estate Division)/(d)/..........	2004	9.99	12.90	0.00
	2005	12.90	14.52	0.00
	2006	14.52	19.87	0.00
	2007	19.87	16.78	9.75
Cyclical Growth ETF Division/(f)/......................	2006	10.75	11.53	0.00
	2007	11.53	12.10	0.00
Cyclical Growth and Income ETF Division/(f)/...........	2006	10.56	11.27	0.00
	2007	11.27	11.80	9.25
Davis Venture Value Division/(a)/......................	2002	23.61	23.06	0.00
	2003	23.06	29.97	0.00
	2004	29.97	33.35	0.00
	2005	33.35	36.47	0.00
	2006	36.47	41.44	0.00
	2007	41.44	42.98	215.30
FI Large Cap Division/(f)/.............................	2006	18.46	18.78	0.00
	2007	18.78	19.36	0.00
FI Mid Cap Opportunities Division/(a)(c)/..............	2002	11.71	11.33	0.00
	2003	11.33	15.12	0.00
	2004	15.12	17.56	0.00
	2005	17.56	18.62	0.00
	2006	18.62	20.65	0.00
	2007	20.65	22.19	0.00

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
FI Value Leaders Division/(a)/........................	2002	$ 21.00	$ 20.02	0.00
	2003	20.02	25.25	0.00
	2004	25.25	28.49	0.00
	2005	28.49	31.28	0.00
	2006	31.28	34.72	0.00
	2007	34.72	35.87	0.00
Franklin Templeton Small Cap Growth Division/(a)/......	2002	6.80	6.32	0.00
	2003	6.32	9.09	101.01
	2004	9.09	10.04	355.78
	2005	10.04	10.42	551.61
	2006	10.42	11.36	740.59
	2007	11.36	11.78	803.13
Harris Oakmark Focused Value Division/(a)/.............	2002	24.23	25.03	0.00
	2003	25.03	32.92	18.37
	2004	32.92	35.88	69.12
	2005	35.88	39.13	130.26
	2006	39.13	43.63	189.05
	2007	43.63	40.30	48.52
Harris Oakmark International Division/(a)/.............	2002	9.95	8.91	0.00
	2003	8.91	11.96	0.00
	2004	11.96	14.33	0.00
	2005	14.33	16.27	0.00
	2006	16.27	20.84	0.00
	2007	20.84	20.49	390.68
Janus Forty Division/(h)/..............................	2007	178.29	219.90	2.12
Lazard Mid Cap Division/(a)/...........................	2002	10.04	9.76	0.00
	2003	9.76	12.24	0.00
	2004	12.24	13.92	0.00
	2005	13.92	14.95	0.00

	2006	14.95	17.04	0.00
	2007	17.04	16.48	1.97
Lehman Brothers(R) Aggregate Bond Division/(a)/........	2002	12.06	12.65	0.00
	2003	12.65	13.00	89.65
	2004	13.00	13.41	173.19
	2005	13.41	13.58	242.15
	2006	13.58	14.02	1,503.66
	2007	14.02	14.86	2,452.12
Loomis Sayles Small Cap Division/(a)/..................	2002	20.13	18.44	0.00
	2003	18.44	25.01	0.00
	2004	25.01	28.90	0.00
	2005	28.90	30.64	0.00
	2006	30.64	35.45	0.00
	2007	35.45	39.34	0.00

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
Lord Abbett Bond Debenture Division/(a)/..............	2002	$13.93	$14.30	0.00
	2003	14.30	16.94	0.00
	2004	16.94	18.21	0.00
	2005	18.21	18.38	0.00
	2006	18.38	19.94	0.00
	2007	19.94	21.12	12.88
Met/AIM Small Cap Growth Division/(a)/................	2002	8.96	8.55	0.00
	2003	8.55	11.81	0.00
	2004	11.81	12.49	130.70
	2005	12.49	13.44	321.15
	2006	13.44	15.26	535.66

	2007	15.26	16.85	531.10
MetLife Mid Cap Stock Index Division/(a)/..............	2002	9.09	8.79	0.00
	2003	8.79	11.76	103.65
	2004	11.76	13.52	194.33
	2005	13.52	15.06	261.98
	2006	15.06	16.44	402.06
	2007	16.44	17.57	510.74
MetLife Stock Index Division/(a)/......................	2002	30.96	29.65	0.00
	2003	29.65	37.69	33.05
	2004	37.69	41.32	91.42
	2005	41.32	42.87	160.04
	2006	42.87	49.09	617.41
	2007	49.09	51.22	976.68
MFS(R) Research International Division/(a)/............	2002	7.88	7.40	0.00
	2003	7.40	9.71	0.00
	2004	9.71	11.54	0.00
	2005	11.54	13.35	0.00
	2006	13.35	16.80	0.00
	2007	16.80	18.92	8.24
MFS(R) Total Return Division/(a)/......................	2002	36.10	35.97	0.00
	2003	35.97	41.74	24.70
	2004	41.74	46.05	50.36
	2005	46.05	47.08	70.56
	2006	47.08	52.38	72.29
	2007	52.38	54.21	72.69
MFS(R) Value Portfolio (formerly Harris Oakmark Large Cap Value Division)/(a)/.............................	2002	10.30	9.99	0.00
	2003	9.99	12.44	46.66
	2004	12.44	13.75	178.91
	2005	13.75	13.44	365.40
	2006	13.44	15.75	516.86
	2007	15.75	15.02	160.74

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<S>	<C>	<C>	<C>	<C>
Morgan Stanley EAFE(R) Index Division/(a)/.............	2002	$ 8.10	$ 7.22	0.00
	2003	7.22	9.85	0.00
	2004	9.85	11.68	0.00
	2005	11.68	13.11	0.00
	2006	13.11	16.35	271.79
	2007	16.35	17.96	462.19
Neuberger Berman Mid Cap Value Division/(a)/...........	2002	14.38	13.78	0.00
	2003	13.78	18.65	0.00
	2004	18.65	22.74	0.00
	2005	22.74	25.30	0.00
	2006	25.30	27.96	0.00
	2007	27.96	28.68	1.16
Oppenheimer Capital Appreciation Division/(a)/.........	2002	6.61	6.37	0.00
	2003	6.37	8.15	0.00
	2004	8.15	8.62	0.00
	2005	8.62	8.97	0.00
	2006	8.97	9.59	0.00
	2007	9.59	10.90	69.33
PIMCO Inflation Protected Bond Portfolio/(f)/..........	2006	11.26	11.43	0.00
	2007	11.43	12.59	0.00
PIMCO Total Return Division/(a)/.......................	2002	11.03	11.52	0.00
	2003	11.52	11.95	80.37
	2004	11.95	12.47	170.86
	2005	12.47	12.67	244.94
	2006	12.67	13.17	251.39
	2007	13.17	14.08	255.24
RCM Technology Division/(a)/...........................	2002	3.71	3.00	0.00
	2003	3.00	4.70	0.00

	2004	4.70	4.47	0.00
	2005	4.47	4.94	0.00
	2006	4.94	5.17	0.00
	2007	5.17	6.76	78.66
Russell 2000(R) Index Division/(a)/....................	2002	10.30	9.58	0.00
	2003	9.58	13.88	90.86
	2004	13.88	16.20	167.76
	2005	16.20	16.79	226.95
	2006	16.79	19.63	232.89
	2007	19.63	19.18	241.68
T. Rowe Price Large Cap Growth Division/(a)/...........	2002	9.16	8.96	0.00
	2003	8.96	11.65	0.00
	2004	11.65	12.71	0.00
	2005	12.71	13.43	0.00
	2006	13.43	15.07	0.00
	2007	15.07	16.35	22.08

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<S>	<C>	<C>	<C>	<C>
T. Rowe Price Mid Cap Growth Division/(a)/........	2002	$ 4.88	$ 4.61	0.00
	2003	4.61	6.26	0.00
	2004	6.26	7.34	0.00
	2005	7.34	8.36	0.00
	2006	8.36	8.82	0.00
	2007	8.82	10.32	615.75
T. Rowe Price Small Cap Growth Division/(a)/......	2002	9.25	9.09	0.00
	2003	9.09	12.74	0.00
	2004	12.74	14.05	0.00

	2005	14.05	15.46	0.00
	2006	15.46	15.93	0.00
	2007	15.93	17.34	3.68
Third Avenue Small Cap Value Division/(a)/........	2002	9.03	8.27	0.00
	2003	8.27	11.63	0.00
	2004	11.63	14.63	0.00
	2005	14.63	16.79	0.00
	2006	16.79	18.88	0.00
	2007	18.88	18.20	1.37
Western Asset Management Strategic Bond Opportunities Division/(a)/.....................	2002	17.08	18.14	0.00
	2003	18.14	20.30	0.00
	2004	20.30	21.45	0.00
	2005	21.45	21.87	0.00
	2006	21.87	22.79	0.00
	2007	22.79	23.49	17.25
Western Asset Management U.S Government Division/(a)/..................................	2002	16.05	16.60	0.00
	2003	16.60	16.77	56.86
	2004	16.77	17.12	122.11
	2005	17.12	17.26	176.32
	2006	17.26	17.83	181.06
	2007	17.83	18.43	184.45
MetLife Aggressive Allocation Division/(e)/.......	2005	9.99	11.21	0.00
	2006	11.21	12.88	0.00
	2007	12.88	13.22	113.94
MetLife Conservative Allocation Division/(e)/.....	2005	9.99	10.35	0.00
	2006	10.35	11.00	0.00
	2007	11.00	11.54	0.00
MetLife Conservative to Moderate Allocation Division/(e)/..................................	2005	9.99	10.57	0.00
	2006	10.57	11.50	1,064.53
	2007	11.50	11.98	1,957.00
MetLife Moderate Allocation Division/(e)/.........	2005	9.99	10.80	0.00
	2006	10.80	12.01	0.00

	2007	12.01	12.46	321.38

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FUND NAME	YEAR	BEGINNING OF YEAR ACCUMULATION UNIT VALUE	END OF YEAR ACCUMULATION UNIT VALUE	NUMBER OF ACCUMULATION UNITS END OF YEAR
<S>	<C>	<C>	<C>	<C>
MetLife Moderate to Aggressive Allocation Division/(e)/..................................	2005	$ 9.99	$11.03	0.00
	2006	11.03	12.52	63.94
	2007	12.52	12.93	926.68

</TABLE>

/(a)/ The inception date of the Deferred Annuity was July 12, 2002

/(b)/ Inception Date: May 1, 2003

/(c)/ The division with the name FI Mid Cap Opportunities was merged into the Janus Mid Cap Division prior to the opening of business May 3, 2004 and was renamed FI Mid Cap Opportunities. The investment division with the name FI Mid Cap Opportunities on April 30, 2004 ceased to exist. The accumulation unit values and number of accumulation units reflect the history prior to May 1, 2004 of the division which no longer exists.

/(d)/ Inception Date: May 1, 2004.

/(e)/ Inception Date: May 1, 2005.

/(f)/ Inception Date: May 1, 2006.

/(g)/ The assets of BlackRock Large Cap Division (formerly BlackRock Investment Trust Division) of the Metropolitan Fund were merged into the BlackRock Large Cap Core Division of the Met Investors Fund on April 30, 2007. Accumulation unit values prior to April 30, 2007 are those of the

BlackRock Large Cap Division.

/(h)/ Inception date: April 30, 2007.

* We are waiving a portion of the Separate Account charge for the investment division investing in the BlackRock Large Cap Core Portfolio. Please see the Table of Expenses for more information.

<PAGE>

PART II
OTHER INFORMATION

ITEM 24. FINANCIAL STATEMENTS AND EXHIBITS

(A) Financial Statements

The following financial statements are included in Part B of this Post-Effective Amendment on Form N-4: (to be filed by amendment)

Metropolitan Life Separate Account E

Independent Registered Public Accounting Firm's Report

Financial Statements for the Year Ended December 31, 2008 and 2007

Statements of Assets and Liabilities
Statements of Operations
Statements of Changes in Net Assets
Notes to Financial Statements

Metropolitan Life Insurance Company

Independent Registered Public Accounting Firm's Report

Financial Statements for the Years Ended December 31, 2008, 2007 and 2006

Consolidated Balance Sheets
Consolidated Statements of Income
Consolidated Statements of Cash Flow
Consolidated Statements of Equity
Notes to Consolidated Financial Statements

(B) Exhibits

(1)	--Resolution of the Board of Directors of Metropolitan Life establishing Separate Account E.(1)
(2)	--Not applicable.
(3)(a)	--Principal Underwriting Agreement with MetLife Investors Distribution Company (14)
(b)	--Form of Metropolitan Life Insurance Company Sales Agreement.(8)
(b)(i)	--Form of Retail Sales Agreement (MLIDC Retail Sales Agreement 7-1-05)(LTC)(10)
(c)	--Participation Agreement--New England Zenith Fund (3)
(d)	--Participation Agreement--American Funds Insurance Series (2)
(e)	--Participation Agreement--Met Investors Series Trust (4)
(f)	--Participation Agreement--Calvert Variable Series, Inc. (5)
(g)	--Participation Agreement--Metropolitan Series Fund. (13)
(4)(a)	--Form of Variable Annuity Contract.(6)
(4)(a)(i)	--Backcover to Form of Variable Annuity Contract.(7)
(4)(a)(ii)	--Annual Step-Up Death Benefit Rider to Form of Variable Annuity Contract.(7)
(4)(b)	--Tax Sheltered Annuity Endorsement--Form G.ML-398 (08/02) (6)

(4)(c) --SEP and SIMPLE IRA Endorsement Form ML-408.2 (09/02) (7)

(4)(d) --457 Contract with TSA ERISA Endorsements (9)

(4)(e) --Roth 403(b) Endorsement--Form ML-G-Roth-398 (11/05)(10)

(4)(f) --Roth 401 Endorsement--Form HL-G-Roth-401 (11/05)(10)

(4)(g) --Qualified G-Roth 403(b) Tax Sheltered Annuity Contribution Program Endorsement - Form G-Roth403(b) (3/06)(10)

(4)(h) --Lifetime Guaranteed Withdrawal Benefit (LGWB) Rider Certificate Schedule (14)

(4)(i) --SEP and Simple IRA LGWB Rider (14)

(4)(j) --Tax Sheltered Annuity LGWB Rider (14)

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(5)(a) --Application Form for the Deferred Annuity, Version 1.(6)

(5)(b) --Application Form for the Deferred Annuity, Version 2.(6)

(5)(c) --Variable Annuity Application SEP, SIMPLE IRA Version 1 MFFSVER1APP-SS(0304)(9)

(5)(d) --Variable Annuity Application SEP, SIMPLE IRA Version 2 MFFSVER2APP-SS(0304)(9)

(5)(e) --Annuity SMART APP Receipt (SEP/SIMPLE IRA) MFFS-ASAR-SS (03/04)(9)

5(f) --Variable Annuity Application MetLife Financial Freedom Select(R) Non - ERISA Tax Sheltered Annuity (TSA) Version 2. Form FFS403V2-R- LGWB(02/07) and ADMIN FFS VER2 (02/07) ef.(12)

5(g) -- Variable Annuity Application MetLife Financial Freedom Select(R) SEP, SIMPLE IRA Version. 2. Form MFFS-V2-SS-LGWB (02/07) (12)

5(h) -- Variable Annuity Application MetLife Financial Freedom Select(R) Non - ERISA Tax Sheltered Annuity (TSA) Version 1. Form FFS_VER1 LGWB-R (02/07) and ADMIN VER1 (02/07) ef.(12)

5(i) -- Variable Annuity Application MetLife Financial Freedom Select(R) SEP, SIMPLE IRA Version 1. Form MFFSVER1-SS-LGWB (02/07) and ADMIN FFS VER1 (04/07) ef.(12)

(6)(a) --Amended and Restated Charter of Metropolitan Life. (4)

(6)(b) --Amended and Restated By-Laws of Metropolitan Life.(11)

(7) --Not applicable.

(8) --Not applicable.

(9) --Opinion and consent of counsel as to the legality of the securities being registered.(6,9)

(10) --Consent of Independent Registered Public Accounting Firm. (to be filed by amendment)

(11) --Not applicable.

(12) --Not applicable.

(13)(a) --Powers of Attorney.(12)

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(1) Filed with Post-Effective Amendment No. 19 to Registration Statement No. 2-90380/811-4001 for Metropolitan Life Separate Account E on Form N-4 on February 27, 1996. As incorporated herein by reference.

(2) Filed with Pre-Effective Amendment No. 1 to Registration Statement No.

333-52366/811-4001 for Metropolitan Life Separate Account E on Form N-4 on August 3, 2001. As incorporated herein by reference.

(3) Filed with Post-Effective Amendment No. 10 to Registration Statement No. 33-57320/811-4001 for Metropolitan Life Separate Account UL on Form S-6 on September 18, 2000. As incorporated herein by reference.

(4) Filed with this Registration Statement on March 5, 2002.

(5) Filed with Post-Effective Amendment No. 22 to Registration Statement No. 2-90380/811-4001 for Metropolitan Life Separate Account E on Form N-4 on April 30, 1997 as incorporated herein by reference.

(6) Filed with Pre-Effective Amendment No. 1 to this Registration Statement on July 12, 2002.

(7) Filed with Post-Effective Amendment No. 1 to this Registration Statement on April 10, 2003.

(8) Filed with Post-Effective Amendment No. 30 to Registration Statement Nos. 2-90380/811-4001 for Metropolitan Life Separate Account E on Form N-4 on October 22, 2003.

(9) Filed with Post Effective Amendment No. 2 to this Registration Statement on April 21, 2004.

(10) Filed with Post-Effective Amendment No. 5 to this Registration Statement on April 26, 2006

(11) Filed with Post-Effective Amendment No. 16 to Registration Statement No. 333-52366/811-4001 for Metropolitan Life Separate Account E on Form N-4 on January 16, 2008. As incorporated herein by reference.

(12) Filed herewith. Powers of Attorney for C. Robert Henrikson, Burton A. Dole, Jr., Cheryl W. Grise, R. Glenn Hubbard, John M. Keane, James M. Kilts, Sylvia Mathews Burwell, Hugh B. Price, Kenton J. Sicchitano, William C. Steere, David Satcher, Eduardo Castro-Wright, Lulu C. Wang, William J. Wheeler and James J. Prochaska, Jr.

(13) Filed with Post-Effective Amendment No. 8 to this Registration Statement on August 23, 2007.

(14) Filed with Post-Effective Amendment No. 3 to Registration Statement No. 333-133675/811-07534 for Paragon Separate Account B on Form N-6 on February 6, 2008. As incorporated herein by reference.

<PAGE>

ITEM 25. DIRECTORS AND OFFICERS OF DEPOSITOR

<TABLE>
<CAPTION>

Name, Principal Occupation and Business Address	Position and Offices with Depositor
<S>	<C>
C. Robert Henrikson MetLife, Inc and Metropolitan Life Insurance Company Chairman of the Board, President and Chief Executive Officer 200 Park Avenue, New York, NY 10166	Chairman of the Board, President and Chief Executive Officer
Sylvia Mathews Burwell President, Global Development Program The Bill and Melinda Gates Foundation 1551 Eastlake Avenue East Seattle, WA 98102	Director
Eduardo Castro-Wright President and Chief Executive Officer Wal-Mart Stores, USA 702 Southwest 8th Street Bentonville, AK 72716	Director
Burton A. Dole, Jr. Retired Chairman, Dole/Neal LLC Pauma Valley Country Club 15835 Pauma Valley Drive Pauma Valley, CA 92061	Director
Cheryl W. Grise Retired Executive Vice President	Director

Northeast Utilities 24 Stratford Road West Hartford, CT 06117	
R. Glenn Hubbard Dean and Russell L. Carson Professor of Finance and Economics Graduate School of Business Columbia University Uris Hall 3022 Broadway New York, NY 10027-6902	Director
John M. Keane Co-Founder and Senior Managing Director Keane Advisors, LLC 2020 K St., N.W. Washington, DC 20006	Director
James M. Kilts Partner Centerview Partners Management, LLC 16 School Street Rye, NY 10580	Director

</TABLE>

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Name, Principal Occupation and Business Address	Position and Offices with Depositor
<S>	<C>
Hugh B. Price Senior Fellow Brookings Institution 1775 Massachusetts Avenue, N.W. Washington, DC 20036	Director

David Satcher Director of Satcher Health Leadership Institute and Center of Excellence on Health Disparities Morehouse School of Medicine 720 Westview Drive, S.W. Suite #238 Atlanta, GA 30310-1495	Director
Kenton J. Sicchitano Retired Global Managing Partner PricewaterhouseCoopers, LLC 25 Phillips Pond Road Natick, MA 01760	Director
William C. Steere, Jr. Retired Chairman of the Board and Chief Executive Officer Pfizer, Inc. 235 East 42nd Street, 22nd Floor New York, NY 10017	Director
Lulu C. Wang Chief Executive Officer Tupelo Capital Management LLC 12 E. 49th Street, #17 New York, NY 10017	Director

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Set forth below is a list of certain principal officers of MetLife. The principal business address of each officer of MetLife is 200 Park Avenue, New York, New York 10166

<TABLE>
<CAPTION>

Name	Position with MetLife
<S>	<C>
C. Robert Henrikson	Chairman of the Board, President and Chief Executive Officer
Gwenn L. Carr	Senior Vice President and Secretary
Ruth A. Fattori	Executive Vice President and Chief Administrative Officer
Steven A. Kandarian	Executive Vice President and Chief Investment Officer
James L. Lipscomb	Executive Vice President and General Counsel
Maria R. Morris	Executive Vice President, Technology and Operations
William J. Mullaney	President, Institutional Business
Joseph J. Prochaska, Jr.	Executive Vice President and Chief Accounting Officer
William J. Toppeta	President, International
Lisa Weber	President, Individual Business
William J. Wheeler	Executive Vice President and Chief Financial Officer

</TABLE>

ITEM 26. PERSONS CONTROLLED BY OR UNDER COMMON CONTROL WITH THE DEPOSITOR OR REGISTRANT.

The registrant is a separate account of Metropolitan Life Insurance Company under the New York Insurance law. Under said law the assets allocated to the separate account are the property of Metropolitan Life Insurance Company, which is a wholly-owned subsidiary of MetLife Inc. The following outline indicates those persons who are controlled by or under common control with Metropolitan Life Insurance Company:

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ORGANIZATIONAL STRUCTURE OF METLIFE, INC. AND SUBSIDIARIES

AS OF SEPTEMBER 30, 2008

The following is a list of subsidiaries of MetLife, Inc. updated as of September 30, 2008. Those entities which are listed at the left margin (labeled with capital letters) are direct subsidiaries of MetLife, Inc. Unless otherwise indicated, each entity which is indented under another entity is a subsidiary of that other entity and, therefore, an indirect subsidiary of MetLife, Inc. Certain inactive subsidiaries have been omitted from the MetLife, Inc. organizational listing. The voting securities (excluding directors' qualifying shares, (if any)) of the subsidiaries listed are 100% owned by their respective parent corporations, unless otherwise indicated. The jurisdiction of domicile of each subsidiary listed is set forth in the parenthetical following such subsidiary.

A. MetLife Group, Inc. (NY)

B. MetLife Bank National Association (USA)

C. Exeter Reassurance Company, Ltd. (Bermuda)

D. MetLife Taiwan Insurance Company Limited (Taiwan)

E. Metropolitan Tower Life Insurance Company (DE)

    1. TH Tower NGP, LLC (DE)

    2. Partners Tower, L.P. (DE) - a 99% limited partnership interest of Partners Tower, L.P. is held by Metropolitan Tower Life Insurance Company and 1% general partnership interest is held by TH Tower NGP, LLC (DE)

    3. TH Tower Leasing, LLC (DE)

    4. MetLife Reinsurance Company of Vermont (VT)

    5. EntreCap Real Estate II LLC (DE)

        a) PREFCO Dix-Huit LLC (CT)

        b) PREFCO X Holdings LLC (CT)

c) PREFCO Ten Limited Partnership (CT) - a 99.9% limited partnership interest of PREFCO Ten Limited Partnership is held by EntreCap Real Estate II LLC and 0.1% general partnership is held by PREFCO X Holdings LLC.

d) PREFCO Vingt LLC (CT)

e) PREFCO Twenty Limited Partnership (CT) - a 99% limited partnership interest of PREFCO Twenty Limited Partnership is held by EntreCap Real Estate II LLC and 1% general partnership is held by PREFCO Vingt LLC.

6. Plaza Drive Properties, LLC (DE)

7. MTL Leasing, LLC (DE)

a) PREFCO IX Realty LLC (CT)

b) PREFCO XIV Holdings LLC (CT)

c) PREFCO Fourteen Limited Partnership (CT) - a 99.9% limited partnership interest of PREFCO Fourteen Limited Partnership is held by MTL Leasing, LLC and 0.1% general partnership is held by PREFCO XIV Holdings LLC.

F. MetLife Pensiones Mexico S.A. (Mexico)- 97.4738% is owned by MetLife, Inc. and 2.5262% is owned by MetLife International Holdings, Inc.

G. MetLife Chile Inversiones Limitada (Chile)- 99.9999999% is owned by MetLife, Inc. and 0.0000001% is owned by Natiloportem Holdings, Inc.

1. MetLife Chile Seguros de Vida S.A. (Chile)- 99.99% is owned by MetLife Chile Inversiones Limitada and 0.01% is owned by MetLife International Holdings, Inc.

a) MetLife Chile Administradora de Mutuos Hipotecarios S.A. (Chile)- 99.99% is owned by MetLife Chile Seguros de Vida S.A. and 0.01% is owned by MetLife Chile Inversiones Limitada.

H. MetLife Mexico S.A. (Mexico)- 98.70541% is owned by MetLife, Inc., 1.29459% is owned by MetLife International Holdings, Inc.

1. MetLife Afore, S.A. de C.V. (Mexico)- 99.99% is owned by MetLife Mexico S.A. and 0.01% is owned by MetLife Pensiones Mexico S.A.

    a) Met1 SIEFORE, S.A. de C.V. (Mexico)- 99.99% is owned by MetLife Afore, S.A. de C.V. and 0.01% is owned by MetLife Mexico S.A.

    b) Met2 SIEFORE, S.A. de C.V. (Mexico)- 99.99% is owned by MetLife Afore, S.A. de C.V. and 0.01% is owned by MetLife Mexico S.A.

    c) MetA SIEFORE Adicional, S.A. de C.V. (Mexico)- 99.99% is owned by MetLife Afore, S.A. de C.V. and .01% is owned by MetLife Mexico S.A.

    d) Met3 SIEFORE Basica, S.A. de C.V. (Mexico) - 99.99% is owned by MetLife Afore, S.A. de C.V. and .01% is owned by MetLife Mexico S.A.

    e) Met4 SIEFORE, S.A. de C.V. (Mexico) - 99.99% is owned by MetLife Afore, S.A. de C.V. and .01% is owned by MetLife Mexico S.A.

    f) Met5 SIEFORE, S.A. de C.V. (Mexico) - 99.99% is owned by MetLife Afore, S.A. de C.V. and .01% is owned by MetLife Mexico S.A.

2. ML Capacitacion Comercial S.A. de C.V. (Mexico) - 99% is owned by MetLife Mexico S.A. and 1% is owned by MetLife Mexico Cares, S.A. de C.V.

I. MetLife Mexico Servicios, S.A. de C.V. (Mexico)- 98% is owned by MetLife, Inc. and 2% is owned by MetLife International Holdings, Inc.

J. Metropolitan Life Seguros de Vida S.A. (Uruguay)

K. MetLife Securities, Inc. (DE)

L. Enterprise General Insurance Agency, Inc. (DE)

1. MetLife General Insurance Agency of Texas, Inc. (DE)

2. MetLife General Insurance Agency of Massachusetts, Inc. (MA)

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M. Metropolitan Property and Casualty Insurance Company (RI)

1. Metropolitan General Insurance Company (RI)

2. Metropolitan Casualty Insurance Company (RI)

3. Metropolitan Direct Property and Casualty Insurance Company (RI)

4. Met P&C Managing General Agency, Inc. (TX)

5. MetLife Auto & Home Insurance Agency, Inc. (RI)

6. Metropolitan Group Property and Casualty Insurance Company (RI)

a) Metropolitan Reinsurance Company (U.K.) Limited (United Kingdom)

7. Metropolitan Lloyds, Inc. (TX)

a) Metropolitan Lloyds Insurance Company of Texas (TX)- Metropolitan Lloyds Insurance Company of Texas, an affiliated association, provides automobile, homeowner and related insurance for the Texas market. It is an association of individuals designated as underwriters. Metropolitan Lloyds, Inc., a subsidiary of Metropolitan Property and Casualty Insurance Company, serves as the attorney-in-fact and manages the association.

8. Economy Fire & Casualty Company (IL)

a) Economy Preferred Insurance Company (IL)

b) Economy Premier Assurance Company (IL)

N. Cova Corporation (MO)

1. Texas Life Insurance Company (TX)

O. MetLife Investors Insurance Company (MO)

P. First MetLife Investors Insurance Company (NY)

Q. Walnut Street Securities, Inc. (MO)

R. Newbury Insurance Company, Limited (BERMUDA)

S. MetLife Investors Group, Inc. (DE)

1. MetLife Investors Distribution Company (MO)

2. Met Investors Advisory, LLC (DE)

3. MetLife Investors Financial Agency, Inc. (TX)

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T. MetLife International Holdings, Inc. (DE)

1. MetLife Mexico Cares, S.A. de C.V. (Mexico)

a) Fundacion MetLife Mexico, A.C. (Mexico)

2. Natiloportem Holdings, Inc. (DE)

a) Servicios Administrativos Gen, S.A. de C.V. (Mexico)

(1) MLA Comercial, S.A. de C.V. (Mexico) 99% is owned by Servicios Administrativos Gen, S.A. de C.V. and 1% is owned by MetLife Mexico Cares, S.A. de C.V.

(2) MLA Servicios, S.A. de C.V. (Mexico) 99% is owned by Servicios Administrativos Gen, S.A. de C.V. and 1% is owned by MetLife Mexico Cares, S.A. de C.V.

3. MetLife India Insurance Company Limited (India)- 26% is owned by MetLife International Holdings, Inc. and 74% is owned by third parties.

4. Metropolitan Life Insurance Company of Hong Kong Limited (Hong Kong)- 99.99913% is owned by MetLife International Holdings, Inc. and 0.00087% is owned by Natiloporterm Holdings, Inc.

5. MetLife Participacoes Ltda.(Portugal) - 99% is owned by MetLife International Holdings, Inc. and 1% is owned by Natiloportem Holdings, Inc.

6. MetLife Seguros de Vida S.A. (Argentina)- 95.2499% is owned by MetLife International Holdings, Inc. and 4.7473% is owned by Natiloportem Holdings, Inc.

7. MetLife Insurance Company of Korea Limited (South Korea)- 14.64% of MetLife Insurance Company of Korea Limited is owned by MetLife, Mexico, S.A. and 85.36% is owned by Metlife International Holdings, Inc.

8. Metropolitan Life Seguros e Previdencia Privada S.A. (Brazil)- 66.6617540% is owned by MetLife International Holdings, Inc. and 33.3382457% is owned by MetLife Worldwide Holdings, Inc. and 0.0000003% is owned by Natiloportem Holdings, Inc.

9. MetLife Global, Inc. (DE)

10. MetLife Administradora de Fundos Multipatrocinados Ltda (Brazil) - 95.4635% is owned by MetLife International Holdings, Inc. and 4.5364% is owned by Natiloportem Holdings, Inc.

11. MetLife Insurance Limited (United Kingdom)

12. MetLife General Insurance Limited (Australia)

13. MetLife Limited (United Kingdom)

14. MetLife Insurance S.A./NV (Belgium)

15. MetLife Services Limited (United Kingdom)

16. MetLife Insurance Limited (Australia)

    a) MetLife Insurance and Investment Trust (Australia)

    b) MetLife Investments Pty Limited (Australia)

    c) MetLife Services (Singapore) PTE Limited (Australia)

17. MetLife Seguros de Retiro S.A. (Argentina) - 96.8819% is owned by MetLife International Holdings, Inc. and 3.1180% is owned by Natiloportem Holdings, Inc.

18. Best Market S.A. (Argentina) - 5% of the shares are held by Natiloportem Holdings, Inc. and 94.9999% is owned by MetLife International Holdings Inc.

19. Compania Previsional MetLife S.A. (Brazil) - 95.4635% is owned by MetLife International Holdings, Inc. and 4.5364% is owned by Natiloportem Holdings, Inc.

    (a) Met AFJP S.A. (Argentina) - 75.4088% of the shares of Met AFJP S.A. are held by Compania Previsional MetLife SA, 19.5912% is owned by MetLife Seguros de Vida SA, 3.9689% is held by Natiloportem Holdings, Inc. and 1.0310% is held by MetLife Seguros de Retiro SA.

20. MetLife Worldwide Holdings, Inc. (DE)

    a) MetLife Towarzystwo Ubezpieczen na Zycie Spolka Akcyjna. (Poland)

    b) MetLife Direct Co., Ltd. (Japan)

c) MetLife Limited (Hong Kong)

U. Metropolitan Life Insurance Company (NY)

1. 334 Madison Euro Investments, Inc. (DE)

a) Park Twenty Three Investments Company (United Kingdom)- 1% voting control of Park Twenty Three Investments Company is held by St. James Fleet Investments Two Limited. 1% of the shares of Park Twenty Three Investments Company is held by Metropolitan Life Insurance Company. 99% is owned by 334 Madison Euro Investment, Inc.

(1) Convent Station Euro Investments Four Company (United Kingdom)- 1% voting control of Convent Station Euro Investments Four Company is held by 334 Madison Euro Investments, Inc. as nominee for Park Twenty Three Investments Company. 99% is owned by Park Twenty Three Investments Company.

2. St. James Fleet Investments Two Limited (Cayman Islands)- 34% of the shares of St. James Fleet Investments Two Limited is held by Metropolitan Life Insurance Company.

3. One Madison Investments (Cayco) Limited (Cayman Islands)- 10.1% voting control of One Madison Investments (Cayco) Limited is held by Convent Station Euro Investments Four Company. 89.9% of the shares of One Madison Investments (Cayco) Limited is held by Metropolitan Life Insurance Company.

4. CRB Co, Inc. (MA)- AEW Real Estate Advisors, Inc. holds 49,000 preferred non-voting shares and AEW Advisors, Inc. holds 1,000 preferred non-voting shares of CRB, Co., Inc.

5. GA Holding Corp. (MA)

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6. Thorngate, LLC (DE)

7. Alternative Fuel I, LLC (DE)

8. Transmountain Land & Livestock Company (MT)

9. MetPark Funding, Inc. (DE)

10. HPZ Assets LLC (DE)

11. Missouri Reinsurance (Barbados), Inc. (Barbados)

12. Metropolitan Tower Realty Company, Inc. (DE)

    a) Midtown Heights, LLC (DE)

13. MetLife Real Estate Cayman Company (Cayman Islands)

14. Metropolitan Marine Way Investments Limited (Canada)

15. MetLife Private Equity Holdings, LLC (DE)

16. 23rd Street Investments, Inc. (DE)

    a) Mezzanine Investment Limited Partnership-BDR (DE)- 1% General Partnership interest is held by 23rd Street Investments, Inc., 99% Limited Partnership Interest is held by Metropolitan Life Insurance Company.

    b) Mezzanine Investment Limited Partnership-LG (DE)- 1% General Partnership interest is held by 23rd Street Investments, Inc., 99% Limited Partnership Interest is held by Metropolitan Life Insurance Company.

    c) MetLife Capital Credit L.P. (DE)- 1% General Partnership interest is held by 23rd Street Investments, Inc., 99% Limited Partnership Interest is held by Metropolitan Life Insurance Company.

    d) MetLife Capital Limited Partnership (DE)- 1% General Partnership interest is held by 23rd Street Investments, Inc., 99% Limited Partnership Interest is held by Metropolitan Life Insurance Company.

17. Metropolitan Realty Management, Inc. (DE)

18. Hyatt Legal Plans, Inc. (DE)

    a) Hyatt Legal Plans of Florida, Inc. (FL)

19. MetLife Holdings, Inc. (DE)

    a) MetLife Credit Corp. (DE)

    b) MetLife Funding, Inc. (DE)

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20. Bond Trust Account A (MA)

21. MetLife Investments Asia Limited (Hong Kong).

22. MetLife Investments Limited (United Kingdom)- 23rd Street Investments, Inc. holds one share of MetLife Investments Limited.

23. MetLife Latin America Asesorias e Inversiones Limitada (Chile)- 23rd Street Investments, Inc. holds 0.01% of MetLife Latin America Asesorias e Inversiones Limitada.

24. New England Life Insurance Company (MA)

    a) MetLife Advisers, LLC (MA)

    b) New England Securities Corporation (MA)

25. GenAmerica Financial, LLC (MO)

    a) GenAmerica Capital I (DE)

    b) General American Life Insurance Company (MO)

        (1) GenAmerica Management Corporation (MO)

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26. Corporate Real Estate Holdings, LLC (DE)

27. Ten Park SPC (CAYMAN ISLANDS) - 1% voting control of Ten Park SPC is held by 23rd Street Investments, Inc.

28. MetLife Tower Resources Group, Inc. (DE)

29. Headland - Pacific Palisades, LLC (CA)

30. Headland Properties Associates (CA) - 1% is owned by Headland - Pacific Palisades, LLC and 99% is owned by Metropolitan Life Insurance Company.

31. Krisman, Inc. (MO)

32. Special Multi-Asset Receivables Trust (DE)

33. White Oak Royalty Company (OK)

34. 500 Grant Street GP LLC (DE)

35. 500 Grant Street Associates Limited Partnership (CT) - 99% of 500 Grant Street Associates Limited Partnership is held by Metropolitan Life Insurance Company and 1% by 500 Grant Street GP LLC

36. MetLife Canada/MetVie Canada (Canada)

37. MetLife Retirement Services LLC (NJ)

    a) MetLife Investment Funds Services LLC (NJ)

        (i) MetLife Investment Funds Management LLC (NJ)

        (ii) MetLife Associates LLC (DE)

38. Euro CL Investments LLC (DE)

39. MEX DF Properties, LLC (DE)

40. MSV Irvine Property, LLC (DE) - 4% of MSV Irvine Property, LLC is owned by Metropolitan Tower Realty Company, Inc. and 96% is owned by Metropolitan Life Insurance Company

41. MetLife Properties Ventures, LLC (DE)

    a) Citypoint Holdings II Limited (UK)

42. Housing Fund Manager, LLC (DE)

    a) MTC Fund I, LLC (DE) 0.01% of MTC Fund I, LLC is held by Housing Fund Manager, LLC. - Housing Fund Manager, LLC is the managing member LLC and the remaining interests are held by a third party member.

    b) MTC Fund II, LLC (DE) - 0.01% of MTC Fund II, LLC is held by Housing Fund Manager, LLC. - Housing Fund Manager, LLC is the managing member LLC and the remaining interests are held by a third party member.

    c) MTC Fund III, LLC (DE) - 0.01% of MTC Fund III, LLC is held by Housing Fund Manager, LLC. - Housing Fund Manager, LLC is the managing member LLC and the remaining interests are held by a third party member.

43. MLIC Asset Holdings, LLC (DE)

44. 85 Brood Street LLC (CT)

45. 575 Fifth Avenue LLC (DE)

V. MetLife Capital Trust II (DE)

W. MetLife Capital Trust III (DE)

X. MetLife Capital Trust IV (DE)

Y. MetLife Insurance Company of Connecticut (CT)

1. MetLife Property Ventures Canada ULC (Canada)

2. Pilgrim Alternative Investments Opportunity Fund I, LLC (DE) - 67% is owned by MetLife Insurance Company of Connecticut, and 33% is owned by third party.

3. Pilgrim Alternative Investments Opportunity Fund III Associates, LLC (CT) - 67% is owned by MetLife Insurance Company of Connecticut, and 33% is owned by third party.

4. Pilgrim Investments Highland Park, LLC (DE)

5. Metropolitan Connecticut Properties Ventures, LLC (DE)

6. MetLife Canadian Property Ventures LLC (NY)

7. Euro TI Investments LLC (DE)

8. Greenwich Street Investments, LLC (DE)

    a) Greenwich Street Capital Offshore Fund, Ltd. (Virgin Islands)

    b) Greenwich Street Investments, L.P. (DE)

9. One Financial Place Corporation (DE) - 100% is owned in the aggregate by MetLife Insurance Company of Connecticut.

10. Plaza LLC (CT)

    a) Tower Square Securities, Inc. (CT)

        1) Tower Square Securities Insurance Agency of New Mexico, Inc. (NM)

        2) Tower Square Securities Insurance Agency of Ohio, Inc. (OH) 99% is owned by Tower Square Securities, Inc.

11. TIC European Real Estate LP, LLC (DE)

12. MetLife European Holdings, Inc. (UK)

a) MetLife Europe Limited (IRELAND)

(i) MetLife Pensions Trustees Limited (UK)

b) MetLife Assurance Limited (UK)

13. Travelers International Investments Ltd. (Cayman Islands)

14. Euro TL Investments LLC (DE)

15. Corrigan TLP LLC (DE)

16. TLA Holdings LLC (DE)

a) The Prospect Company (DE)

1) Panther Valley, Inc. (NJ)

17. TRAL & Co. (CT) - TRAL & Co. is a general partnership. Its partners are MetLife Insurance Company of Connecticut and Metropolitan Life Insurance Company.

18. Tribeca Distressed Securities, L.L.C. (DE)

19. MetLife Investors USA Insurance Comapny (DE)

Z. MetLife Reinsurance Company of South Carolina (SC)

AA. MetLife Investment Advisors Company, LLC (DE)

BB. MetLife Standby I, LLC (DE)

1. MetLife Exchange Trust I (DE)

CC. MetLife Services and Solutions, LLC (DE)

1. MetLife Solutions Pte. Ltd. (Singapore)

(i) MetLife Services East Private Limited (India)

(ii) MetLife Global Operations Support Center Private Limited - 99.99999% is owned by MetLife Solutions Pte. Ltd. and 0.00001% is owned by Natiloportem Holdings, Inc.

DD. SafeGuard Health Enterprises, Inc. (DE)

1. SafeGuard Dental Services, Inc. (DE)

2. SafeGuard Health Plans, Inc. (CA)

3. SafeHealth Life Insurance Company (CA)

4. SafeGuard Health Plans, Inc. (FL)

5. SafeGuard Health Plans, Inc. (NV)

6. SafeGuard Health Plans, Inc. (TX)

EE. MetLife Capital Trust X (DE)

FF. Cova Life Management Company (DE)

GG. MetLife Reinsurance Company of Charleston (SC)

The voting securities (excluding directors' qualifying shares, if any) of each subsidiary shown on the organizational chart are 100% owned by their respective parent corporation, unless otherwise indicated.

In addition to the entities shown on the organizational chart, MetLife, Inc. (or where indicated, a subsidiary) also owns interests in the following entities:

1) Metropolitan Life Insurance Company owns varying interests in certain mutual funds distributed by its affiliates. These ownership interests are generally expected to decrease as shares of the funds are purchased by unaffiliated investors.

2) Metropolitan Life Insurance Company indirectly owns 100% of the non-voting

preferred stock of Nathan and Lewis Associates Ohio, Incorporated, an insurance agency. 100% of the voting common stock of this company is held by an individual who has agreed to vote such shares at the direction of N.L. HOLDING CORP. (DEL), a direct wholly owned subsidiary of MetLife, Inc.

3) Mezzanine Investment Limited Partnerships ("MILPs"), Delaware limited partnerships, are investment vehicles through which investments in certain entities are held. A wholly owned subsidiary of Metropolitan Life Insurance Company serves as the general partner of the limited partnerships and Metropolitan Life Insurance Company directly owns a 99% limited partnership interest in each MILP. The MILPs have various ownership and/or debt interests in certain companies.

4) The Metropolitan Money Market Pool and MetLife Intermediate Income Pool are pass-through investment pools, of which Metropolitan Life Insurance Company and/or its subsidiaries and/or affiliates are general partners.

NOTE: THE METLIFE, INC. ORGANIZATIONAL CHART DOES NOT INCLUDE REAL ESTATE JOINT VENTURES AND PARTNERSHIPS OF WHICH METLIFE, INC. AND/OR ITS SUBSIDIARIES IS AN INVESTMENT PARTNER. IN ADDITION, CERTAIN INACTIVE SUBSIDIARIES HAVE ALSO BEEN OMITTED.

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ITEM 27. NUMBER OF CONTRACTOWNERS.

As of December 31, 2008; Qualified 56,001

ITEM 28. INDEMNIFICATION.

UNDERTAKING PURSUANT TO RULE 494 (a) (1) UNDER THE SECURITIES ACT OF 1933

MetLife, Inc. has secured a Financial Institutions Bond in the amount of $50,000,000, subject to a $5,000,000 deductible. MetLife, Inc. also maintains a Directors' and Officers' liability policy with a limit of $400 million. The directors and officers of Metropolitan Life Insurance Company ("Metropolitan"), a subsidiary of MetLife, Inc., are also covered under the Financial Institutions

Bond as well as under the directors' and Officers' Liability policy. A provision in Metropolitan's by-laws provides for the indemnification (under certain circumstances) of individuals serving as directors or officers of Metropolitan.

Insofar as indemnification for liability arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of Metropolitan pursuant to the foregoing provisions, or otherwise, Metropolitan has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Metropolitan of expenses incurred or paid by a director, officer or controlling person of Metropolitan in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, Metropolitan will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

ITEM 29. PRINCIPAL UNDERWRITER

MetLife Investors Distribution Company also serves as principal underwriter and distributor of the Contracts. MetLife Investors Distribution Company is the principal underwriter for the following investment companies:

Met Investors Series Trust
Metropolitan Series Fund, Inc.
Metropolitan Life Separate Account E

Metropolitan Life Separate Account UL
Metropolitan Tower Separate Account One
Metropolitan Tower Separate Account Two

MetLife Investors USA Separate Account A

MetLife Investors USA Variable Life Account A

MetLife Investors Variable Annuity Account One
MetLife Investors Variable Annuity Account Five
MetLife Investors Variable Life Account One

MetLife Investors Variable Life Account Five
First MetLife Investors Variable Annuity Account One
General American Separate Account Eleven
General American Separate Account Twenty-Eight
General American Separate Account Twenty-Nine
General American Separate Account Two
Security Equity Separate Account 26
Security Equity Separate Account 27

MetLife of CT Separate Account Eleven for Variable Annuities
MetLife of CT Separate Account QPN for Variable Annuities

MetLife of CT Fund UL for Variable Life Insurance

MetLife of CT Fund UL III for Variable Life Insurance

Metropolitan Life Variable Annuity Separate Account I
Metropolitan Life Variable Annuity Separate Account II
Paragon Separate Account A
Paragon Separate Account B
Paragon Separate Account C and
Paragon Separate Account D.

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(b) MetLife Investors Distribution Company is the principal underwriter for the Contracts. The following persons are officers and directors of MetLife Investors Distribution Company. The principal business address for MetLife Investors Distribution Company is 5 Park Plaza, Suite 1900, Irvine, CA 92614.

NAME AND PRINCIPAL BUSINESS ADDRESS	POSITIONS AND OFFICES WITH UNDERWRITER
Michael K. Farrell 10 Park Avenue, 1st Floor Morristown, NJ 07962	Director

Craig W. Markham 13045 Tesson Ferry Road St. Louis, MO 63128	Director and Vice President
William J. Toppeta 200 Park Avenue New York, NY 10166	Director
Paul A. Sylvester 10 Park Avenue Morristown, NJ 07962	President, National Sales Manager-Annuities & LTC
Elizabeth M. Forget 1095 Avenue of the Americas New York, NY 10036	Executive Vice President, Investment Fund Management & Marketing
Paul A. LaPiana 5 Park Plaza Suite 1900 Irvine, CA 92614	Executive Vice President, National Sales Manager-Life
Richard C. Pearson 5 Park Plaza Suite 1900 Irvine, CA 92614	Executive Vice President, General Counsel and Secretary
Andrew Aiello 5 Park Plaza Suite 1900 Irvine, CA 92614	Senior Vice President, Channel Head-National Accounts
Jeffrey A. Barker One MetLife Plaza 27-01 Queens Plaza North Long Island City, NY 11101	Senior Vice President, Channel Head-Independent Accounts
Douglas P. Rodgers 10 Park Avenue, 1st Floor Morristown, NJ 07962	Senior Vice President, Channel Head-LTC

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John C. Kennedy One MetLife Plaza 27-01 Queens Plaza North Long Island City, NY 11101	Senior Vice President, National Sales Manager, Bank and Broker/Dealer
Curtis Wohlers One MetLife Plaza 27-01 Queens Plaza North Long Island City, NY 11101	Senior Vice President, National Sales Manager, Independent Planners and Insurance Advisors
Jay S. Kaduson 10 Park Avenue Morristown, NJ 07962	Senior Vice President
Eric T. Steigerwalt 1095 Avenue of the Americas New York, NY 10036	Treasurer
Peter Gruppuso 485-E US Highway 1 South Iselin, NJ 08830	Vice President and Chief Financial Officer
Debora L. Buffington 5 Park Plaza Suite 1900 Irvine, CA 92614	Vice President, Director of Compliance
David DeCarlo 5 Park Plaza Suite 1900 Irvine, CA 92614	Vice President
Paul M. Kos 5 Park Plaza Suite 1900 Irvine, CA 92614	Vice President

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Deron J. Richens 5 Park Plaza Suite 1900 Irvine, CA 92614	Vice President
Cathy Sturdivant 5 Park Plaza Suite 1900 Irvine, CA 92614	Vice President
Paulina Vakouros 1095 Avenue of the Americas New York, NY 10036	Vice President
Jonnie L. Crawford 5 Park Plaza Suite 1900 Irvine, CA 92614	Assistant Secretary
James W. Koeger 13045 Jesson Ferry Rd St. Louis, MO 63128	Assistant Treasurer
James R. Allen 5 Park Plaza Suite 1900 Irvine, CA 92614	Assistant Treasurer

(c) Compensation from the Registrant. The following commissions and other compensation were received by the Distributor, directly or indirectly, from the Registrant during the Registrant's last fiscal year:

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<CAPTION>

(1) NAME OF PRINCIPAL UNDERWRITER	NET UNDERWRITING DISCOUNTS AND COMMISSIONS	(3) COMPENSATION ON REDEMPTION	(4) BROKERAGE COMMISSIONS	(5) OTHER COMPENSATION
<S>	<C>	<C>	<C>	<C>
MetLife Investors Distribution Company		(to be filed by amendment)		

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ITEM 30. LOCATION OF ACCOUNT AND RECORDS.

Metropolitan Life Insurance Company
200 Park Avenue
New York, N.Y. 10166

ITEM 31. MANAGEMENT SERVICES.

Not Applicable

ITEM 32. UNDERTAKINGS.

(a) The undersigned registrant hereby undertakes to file a post-effective amendment to this registration statement as frequently as is necessary to ensure that the financial statements in this registration statement are not more than 16 months old for as long as payments under these variable annuity contracts may be accepted.

(b) The undersigned registrant hereby undertakes to include a post card or similar written communication affixed to or included in the prospectus that the applicant can remove to send for a Statement of Additional Information.

(c) The undersigned registrant hereby undertakes to deliver any Statement of Additional Information and any financial statements required to be made available under this form promptly upon written or oral request.

(d) The undersigned registrant represents that it is relying on the exemptions form certain provisions of Sections 22(e) and 27 of the Investment

Company Act of 1940 provided by Rule 6c-7 under the Act. The registrant further represents that the provisions of paragraph (a) - (d) of Rule 6c-7 have been complied with.

(e) Metropolitan Life Insurance Company represents that the fees and charges deducted under the Deferred Annuity described in this Registration Statement, in the aggregate, are reasonable in relation to the services rendered, the expenses to be incurred, and the risks assumed by Metropolitan Life Insurance Company under the Deferred Annuity.

(f) The undersigned registrant represents that for its TSA Deferred Annuities it is relying on the "no-action" position of the Commission staff as contained in its November 7, 1988 letter to the American Council of Life Insurance and has complied with the provisions of numbered paragraphs (1) - (4) of such letter.

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SIGNATURES

As required by the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant has caused this Registration Statement to be signed on its behalf, in the City of New York, and State of New York on this 26th day of January 2009.

METROPOLITAN LIFE SEPARATE ACCOUNT E
(Registrant)

By: METROPOLITAN LIFE INSURANCE
COMPANY (Depositor)

By: /s/ PAUL G. CELLUPICA

Paul G. Cellupica
Chief Counsel, Securities Regulation
and Corporate Services

METROPOLITAN LIFE INSURANCE

COMPANY (Depositor)

By: /s/ PAUL G. CELLUPICA

Paul G. Cellupica
Chief Counsel, Securities Regulation
and Corporate Services

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As required by the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* ----------------------------- C. Robert Henrikson	Chairman, President, Chief Executive Officer and Director	
* ----------------------------- Joseph J. Prochaska	Executive Vice President and Chief Accounting Officer	
* ----------------------------- William J. Wheeler	Executive Vice President and Chief Financial Officer	
* ----------------------------- Sylvia Mathews Burwell	Director	
* ----------------------------- Eduardo Castro-Wright	Director	
*	Director	

Burton A. Dole, Jr.

*	Director

Cheryl W. Grise

	Director

R. Glenn Hubbard

*	Director

John M. Keane

*	Director

James M. Kilts

*	Director

Hugh P. Price

*	Director

David Satcher

*	Director

Kenton J. Sicchitano

*	Director

William C. Steere, Jr.

*	Director

Lulu C. Wang

By: /s/ Myra L. Saul January 26, 2009
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*By Myra L. Saul
Attorney-in-Fact