



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

Metropolitan Life Insurance Company,

Steven A. Kandarian
Chairman, President and Chief Executive Officer

Policyholder: **Citigroup Inc.**

Group Policy Number: **96731-G**

Group Number: **96731**

Non-Participating Group Universal Life Insurance

This Certificate includes flexible contributions, adjustable benefits, group life insurance until age 95 and a paid-up benefit option at any time.

The benefits of the policy providing your coverage are governed primarily by the laws of a state other than Florida.

The group policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law.

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE FOR RESIDENTS OF TEXAS: THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

Notice for Residents of Arkansas

If you have a question concerning your coverage or a claim, first contact the Employer or group account administrator. If, after doing so, you still have a concern, you may call the toll free telephone number: 1-800-438-6388.

If you are still concerned after contacting both the Employer and MetLife, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
400 University Tower Building
Little Rock, Arkansas 72204
1-800-852-5494

Notice for Residents of Georgia:

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

Notice for Residents of Indiana:

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company
1-800-638-5433

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

Notice for Residents of Minnesota:

This is a life insurance policy which pays accelerated death benefits at your option under conditions specified in the policy. This policy is not a long-term care policy meeting the requirements of sections M.S. 62A.46 to 62A.56 or chapter 62S.

Notice for Residents of Montana:

If a claim on the life of a Covered Person becomes payable under this Certificate, settlement of the claim shall be made within 60 days of the date that we receive proof of death that is satisfactory to us. The settlement shall include interest from the 30th day after we receive such Proof until settlement. Such interest shall be paid at the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the ninth federal reserve district on the date we receive such Proof.

Notice for Residents of North Carolina:

This Certificate of insurance is a legal contract between the policy owner and the insurer. **READ YOUR CERTIFICATE CAREFULLY.**

This Certificate of insurance provides all of the benefits mandated by the North Carolina Insurance Code, but it is issued under a group master policy located in another state and may be governed by that state's law.

Notice for Residents of West Virginia:

You have the right to return this Certificate within ten days of its receipt and to have your premium refunded if, after examination of the Certificate, you are not satisfied for any reason.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll free telephone number for information or to make a complaint at:

1-800-638-6420

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MetLife's para obtener información o para presentar una queja al:

1-800-638-6420

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted, debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU CERTIFICADO: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 31A, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

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ADDITIONAL COVERAGES

Rider: Dependent Term Insurance

Rider: Accelerated Benefits

CERTIFICATE SPECIFICATIONS - *Continued*

Will Preparation Service

If You elect group universal life insurance coverage a will preparation service (the "Service") will be made available at no cost to You, through a MetLife affiliate (the "Affiliate"), while Your group universal life insurance coverage is in effect. This Service enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate.

The will preparation service includes the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The will preparation service does not include tax planning.

If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate. A non-plan attorney fee reimbursement schedule can be obtained by calling the Affiliate, Hyatt Legal Plans, Inc. at 1-800-821-6400.

To use the will preparation service, You can call the Affiliate, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

Availability of this Service will terminate on the earlier of the following:

- The date Your group universal life insurance coverage under the Certificate ends; or
- The date the Group Policy ends.

Probate Service

If You become insured for group universal life insurance coverage and You or Your Spouse die while such group universal life coverage is in effect, a probate benefit ("the Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available at no cost to You, through a MetLife affiliate ("Affiliate").

This Benefit provides that the services described below will be made available, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate. A non-plan attorney fee reimbursement schedule can be obtained by calling the Affiliate, Hyatt Legal Plans, Inc. at 1-800-821-6400.

This Benefit provides coverage for the attorney's fees for the executor or administrator of the estate for the following probate services:

- Telephone and office consultations to discuss matters related to probating the estate;
- Preparation of documents and representation at court proceedings needed to transfer probate assets from the estate to heirs;
- The completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and
- Associated tax filings.

The following are not covered under this Benefit:

- Matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and the estate;
- Any disputes with the Policyholder, Employer, Plan Attorneys, MetLife and/or any of its affiliates;
- Any disputes involving statutory benefits;
- Will contests or litigation outside Probate Court;
- Appeals;
- Court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and
- Frivolous or unethical matters.

To use the probate benefit, the Affiliate, Hyatt Legal Plans, Inc. can be reached by phone at 1-800-821-6400.

This Benefit will end on the earlier of the following:

- The date Your group universal life insurance coverage under the Certificate ends; or
- The date the Group Policy ends.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

1. "We", "us " and "our " mean Metropolitan.
2. "You" and "your " mean the Covered Person named on the Certificate Specifications page.
3. "This Plan" means the Group Universal Life Insurance benefit for the Employees of the Employer provided under the Group Policy issued by us to the Policyholder.

4. "Accumulation Fund"

The value of your Accumulation Fund is as follows:

The Net Contributions received on your behalf by us to the current date;

MINUS

The Monthly Deductions to the current date;

PLUS

Interest credited to the current date.

If you make a Partial Cash Withdrawal (see page 9), the Accumulation Fund defined above will be reduced by the amount of such withdrawal.

The factors used in computing the Accumulation Fund are shown on page 8.

5. "Active Work" or "Actively at Work" means the Employee is:
 - (a) working full days with the Employer and able to perform all activities of his or her job; or
 - (b) regularly scheduled to work but is away from work due to vacation, holiday or other approved day off.
6. "Benefits Eligible Pay" means the Employee's annualized base pay, and any commissions, bonuses, or incentives as determined by the Employer.
7. "Domestic Partner" means each of two people, one of whom is an Employee of the Employer, who represent themselves publicly as each other's domestic partner and have:
 - registered as domestic partners or members of a civil union with a government agency or office where such registration is available; or
 - submitted a Domestic Partner Declaration to the Administrator.

The Domestic Partner Declaration must be Signed by both parties, and establish that:

- each person is 18 years of age or older;
- neither person is married;
- neither person has had another Domestic Partner within 6 months prior to the enrollment date for insurance for the Domestic Partner under the Group Policy;
- they have shared the same principle residence for at least 6 months prior to the date they enroll for insurance for the Domestic Partner under the Group Policy, and intend to do so permanently;
- they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;
- they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed for at least 6 months prior to the date they enroll for insurance for the Domestic Partner under the Group Policy, and such commitment is expected to last indefinitely; and
- 2 or more of the following exist as evidence of joint responsibility for basic financial obligations, upon the Employer's request:
 - a joint mortgage or lease;
 - designation of the Domestic Partner as Beneficiary for life insurance or retirement benefits;
 - joint wills or designation of the Domestic Partner as executor and/or primary Beneficiary;
 - designation of the Domestic Partner as durable power of attorney or health care proxy;

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - *Continued*

- ownership of a joint bank account, joint credit cards or other evidence of joint financial responsibility; or
 - other evidence of economic interdependence.
8. "Employee" means a full-time or part-time employee who is scheduled to work 20 hours or more per week for the Employer.
 9. "Employer" means Citigroup Inc. and its participating subsidiaries and affiliates, as determined by the Policyholder.
 10. "Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.
 11. "Net Contributions" means a percentage of all contributions received on your behalf (the balance is an expense charge). We will set the percentage from time to time.
 12. "Net Single Premium" means the gross single premium less any other charges for expenses.
 13. "Payroll Deduction Plan" means the procedure for making contribution payments with deductions from your salary.
 14. "Plan Anniversary Date" means January 1.
 15. "Plan Year" means the year beginning January 1 and ending the following December 31.
 16. "Proof" means written evidence satisfactory to us that a person has satisfied the conditions and requirements for any benefit described in this Certificate including the payment of insurance. When a claim is made for any benefit described in this Certificate, Proof must establish:
 - (a) the nature and the extent of the loss or condition;
 - (b) our obligation to pay the claim; and
 - (c) the claimant's right to receive payment.
 17. "Signed" means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to us and consistent with applicable law.
 18. "Spouse" means your lawful spouse. With respect to this Certificate and its Riders, the term also includes your Domestic Partner.
 19. "Successor Plan" means a life insurance plan for the Employees or any class or classes of Employees of the Employer which replaces This Plan, other than a non-group individual Whole Life Plan.
 20. "Written" or "Writing" means a record which is on or transmitted by paper or electronic media which is acceptable to us and consistent with applicable law.

II. PAYMENT WHEN YOU DIE

1. Coverage

If you die while the Death Benefit is in effect and before the earlier of the Final Date of Certificate and the date you elect Paid-up Benefits, we will pay:

The Death Benefit in effect on your life at the time of death;

MINUS

Any loan and loan interest;

to the Beneficiary after we receive Proof of your death and a proper Written claim.

2. Death Benefit

The Death Benefit is composed of two parts - Insurance and an Accumulation Fund. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the value of the Accumulation Fund. The value of the Accumulation Fund is added to the amount of Insurance to determine the amount of Death Benefit.

However, there is a Minimum Death Benefit which, if it applies to you, increases the amount of Insurance. To determine the amount of the increase, subtract the amount of the Death Benefit which would otherwise apply to you from the Minimum Death Benefit.

3. Amount of Insurance

The Employee may elect an amount of Insurance which is a multiple of the Employee's Benefits Eligible Pay. The amount selected is the Specified Amount shown on the Certificate Specification page. The records of This Plan set forth:

- (a) the multiples of Benefits Eligible Pay which may be selected;
- (b) the minimum amount which may be elected;
- (c) the maximum amount which may be elected; and
- (d) the conditions under which evidence of insurability is required.

4. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below.

Age on Date of Death	Minimum Death Benefit as a Percentage of the Accumulation Fund
40 or younger	250%
41 - 45	250 - 215
46 - 50	215 - 185
51 - 55	185 - 150
56 - 60	150 - 130
61 - 65	130 - 120
66 - 70	120 - 115
71 - 75	115 - 105
76 - 90	105
91 - 95	105-100

The Minimum Death Benefit will decrease uniformly within the ranges shown.

II. PAYMENT WHEN YOU DIE - *Continued*

5. Death Benefit Adjustment

- (a) At any time while this Certificate is in force, you may increase the Specified Amount, subject to the following:
- (1) The Employee must provide evidence of insurability satisfactory to us unless such change is being requested due to a change in your Benefits Eligible Pay and the increase in your Specified Amount does not result in an amount that exceeds the lesser of your new Benefits Eligible Pay, not to exceed \$500,000, times the multiple in effect for you or \$1,500,000.
 - (2) Any increase in the Specified Amount will be a multiple of the Employee's Benefits Eligible Pay, in accordance with the schedule set forth with the records of This Plan. Such increase may not be more than the maximum Specified Amount that is filed with the records for This Plan.
 - (3) The change in the Specified Amount will take effect as follows:
 - (i) if evidence of insurability is required, the date we approve the request; or
 - (ii) if evidence of insurability is not required and the change in your Benefits Eligible Pay, as determined by the Employer, is due to an increase, January 1st following the year your Benefits Eligible Pay increases.

The Employee must be Actively at Work with the Employer on the date the change is to take effect. If the Employee is not Actively at Work on such date, the change will take place on the first of the month following the date the Employee returns to Active Work with the Employer.

- (b) The Employee may also increase the Specified Amount if you experience a change in status, provided the change is requested within 31 days of the qualifying event and is not more than one multiple of Benefits Eligible Pay, not to exceed \$500,000. The change must be consistent with and on account of a qualified change in the Employee's status. Qualified changes in the Employee's status are:
- (1) Marriage.
 - (2) Birth or adoption of a child.
 - (3) Divorce or dissolution of the domestic partnership.
 - (4) Death of a child, spouse, or Domestic Partner.
 - (5) A significant curtailment in your current option, a significant improvement in an option for which you are not enrolled, a significant increase or decrease in cost for one or more of the options under the Policyholder's plan or a new benefit option under the Policyholder's plan.

The new amount will be in accordance with the schedule set forth with the records of This Plan. Such amount may not be more than the maximum Specified Amount which is filed with the records for This Plan.

The increase in the Specified Amount will take effect on the date of the qualifying event, provided the Employee is Actively at Work on that date. If the Employee is not Actively at Work on such date, the increase will take effect on the date the Employee returns to Active Work.

- (c) The Specified Amount may be reduced at any time.
- (d) We will issue a new Certificate Specifications page.
- (e) We may require that you send us this Certificate to make this change.

III. COMPUTATION OF ACCUMULATION FUND

1. Monthly Deduction

The deduction for any Certificate month is the sum of the following amounts, determined as of the beginning of that month.

- The monthly cost of the Insurance (See Cost of Insurance below).
- The monthly administration fee, if any, we set from time to time.
- The monthly cost of any benefits provided by any Riders.

2. Interest Rate

The Guaranteed Interest Rate used to determine the Accumulation Fund is 0.32737% a month, compounded monthly. This is equivalent to a rate of 4% a year, compounded annually.

Interest will be credited to the Accumulation Fund on the last day of each month as follows:

- In the manner and at the rate we set from time to time. The rate we set will never be less than the Guaranteed Interest Rate.
- If there is a loan against the Certificate, interest on that portion of the Accumulation Fund that equals the loan will be at a rate we set from time to time. The rate, with respect to the amount of the loan, will never be less than the Guaranteed Interest Rate.

3. Cost of Insurance

The cost of the Insurance for any Certificate month is equal to the monthly insurance rate multiplied by each \$1,000 of the amount of your Insurance. Monthly Insurance rates will be set by us from time to time. But these rates will never be more than the maximum rates shown in the table on page 18.

IV. PAYMENTS DURING YOUR LIFETIME

1. Payment on Final Date of Certificate

If you are alive on the Final Date of Certificate and are still covered for an amount of Insurance, we will pay you the Accumulation Fund minus any loan and loan interest (see below). Coverage under this Certificate will then end.

2. Cash Value

Your Death Benefit may have a Cash Value while you are still alive.

The Cash Value at any time will equal:

- The Accumulation Fund;
MINUS
- Any loan and loan interest.

2. Full Cash Withdrawal

We will pay you all of the Cash Value after we receive your request for a Full Cash Withdrawal at our Administrative Office. The Cash Value will be determined as of the date we receive your request. If you request a Full Cash Withdrawal and are paid the full Cash Value, this Certificate and all of our obligations under it will end.

3. Partial Cash Withdrawal

At any time you may request a Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least \$200.

We will pay you the Partial Cash Withdrawal upon receipt of your request at our Administrative Office. The available Cash Value will be determined as of the date we receive your request. When a Partial Cash Withdrawal is made, the Accumulation Fund will be reduced by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the current Accumulation Fund less any loan and loan interest.

If your Partial Cash Withdrawal is more than the Maximum Partial Cash Withdrawal specified above, we will treat it as a request for a Full Cash Withdrawal.

The Specified Amount will be automatically reduced by the sum of the amounts described above in Full Cash withdrawal and Partial Cash Withdrawal. If the Specified Amount would be reduced to less than the greater of \$10,000 or one times your annual salary as determined by your Employer, we will treat it as a request for a Full Cash Withdrawal.

3. Loan

At any time you may also get cash from us by taking a loan. You may take an unlimited number of loans per Plan Year, but only one loan can be in effect at any time.

The most you can borrow at any time is the current Cash Value just prior to the loan and less interest to the next Plan Anniversary Date at the current loan interest rate. The loan must be for at least \$200.

Loan interest is charged at the rate we set from time to time. This rate will never be more than the maximum permitted by law and will not change more often than once a year on the Plan Anniversary Date.

The rate of interest we set for a Plan Year may not exceed a maximum limit which is the higher of:

- (a) The Published Monthly Average for the calendar month ending 2 months before the Plan Anniversary Date at the beginning of the Plan Year; or
- (b) the rate we use to compute the Guaranteed Interest Rate of this Certificate for the Plan Year, plus 1%.

The Published Monthly Average means:

- (a) Moody's Corporate Bond Yield Average – Monthly Average Corporates, as published by Moody's Investors Service, Inc. or any successor to that service; or
- (b) if that average is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state in which the Group Policy is delivered.

IV. PAYMENTS DURING YOUR LIFETIME - Continued

If the maximum limit for a Plan Year is at least ½% higher than the rate set for the previous Plan Year, we may increase the rate to no more than that limit. If the maximum limit for a Plan Year is at least ½% lower than the rate set for the previous Plan Year, we will reduce the rate to at least that limit.

When a loan is made, you will be informed of the initial rate applicable to that loan. This initial rate of interest will be determined by using the Published Monthly Average for the calendar month ending 2 months before the date of the loan; however, it will never be greater than the maximum rate described above.

A loan will affect the interest rate we credit to the Accumulation Fund (see Interest Rate on page 8).

4. Loan Repayment

You may repay all or part of a loan (but not less than \$100) at any time while you are alive and this Certificate is in force. If any payment you make to us is intended as a loan repayment, rather than a contribution payment, you must tell us this when you make the payment. A loan repayment may not be made through the Payroll Deduction Plan.

Failure to repay a loan or to pay loan interest will not terminate this Certificate unless the Accumulation Fund, minus the loan and loan interest, is not sufficient to pay the Monthly Deduction due on a Monthly Anniversary. In that case, the Grace Period provision will apply (see page 12).

5. Termination of This Plan

We have the right to discontinue This Plan if there is a Successor Plan while the Payroll Deduction Plan is still in effect. We must give the Employer notice, in Writing, that This Plan is to be discontinued. The notice must be given at least thirty-one days prior to the date that This Plan is to be discontinued.

For the purposes of this provision, if This Plan is changed such that a class or classes of Employees insured hereunder are no longer considered an eligible class or classes, such discontinuance will be construed as if This Plan had ended for such class or classes even though This Plan continues in effect. The status of the termination of a class or classes of Employees, for the purposes of this provision, will be defined under procedures which are agreed upon by us and the Employer.

If This Plan ends and there is a Successor Plan, your Death Benefit will end if you are making Planned Contributions through the Payroll Deduction Plan.

For the purposes of This Plan, if you are retired from the Employer you will be considered to be on the Payroll Deduction Plan.

If This Plan ends and there is a Successor Plan, your Death Benefit will end if you are considered to be on the Payroll Deduction Plan under procedures which are agreed upon by us and the Employer.

If This Plan ends and there is a Successor Plan, we will pay to the succeeding carrier, over a period of the next three years, the Cash Value divided into equal monthly installments. If the payout is delayed in excess of thirty days, we will credit interest on any unpaid balance at a rate not less than 3.5% per annum.

If This Plan ends and there is a Successor Plan, you may continue your Death Benefit if you already pay Planned Contributions directly to us.

If This Plan ends and there is no Successor Plan, your Death Benefit will continue if you pay Planned Contributions based on your new classification, directly to us.

The Cash Value will be determined as of the date your Death Benefit ends. You may be entitled to convert to a Personal Policy of Life Insurance On Your Own Life (see page 14).

6. Deferment

We may delay paying a Cash Withdrawal for up to 6 months from the date we receive your request for payment. If we delay for 30 days or more, interest will be paid from the date we receive the request at a rate not less than the Guaranteed Interest Rate (see page 8).

We also may delay making a loan for up to 6 months from the date we receive your request for the loan.

V. CONTRIBUTIONS

1. Contribution Payments

Planned Contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under this plan, Planned Contributions will be sent to us monthly by the Employer. These payments will be made with deductions from the Employee's salary. However, you may be considered to be on the Payroll Deduction Plan under procedures which are agreed upon by us and the Employer.

This Payroll Deduction Plan procedure will end if:

- (1) The Employee's employment ends for a reason other than shown in item 2 below; or
- (2) The Employee has reached the end of the Additional Period shown below that follows the initial 52 week period of disability as determined under the Employer's plan (that includes the 13 week short term disability period); or

Years of service as an Employee of the Employer as of the Effective Date of Long Term Disability Insurance Coverage	Additional Period
Less than 2 years	6 months
2 years until 5 years	Equal to such length of service
5 years or more	The period of time the Employee is receiving Long Term Disability Benefits

- (3) The Employer sends us a Written request to end this procedure for you; or
- (4) This Plan ends or is changed so as to end the benefits for the class or classes of Employees of which the Employee is a member.

If this procedure ends, pursuant to item (1), (2) or (3) above, while the Insurance is in force on the Employee, further Planned Contributions will be payable directly to us based on your new classification and according to the mode of contribution payments that has been selected.

If this procedure ends pursuant to item (4) above, while the Insurance is in force on the Employee, your Death Benefit will end because This Plan has ended (see Section VII., page 14).

You may change the amount of your Planned Contributions from time to time.

Other contributions may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

If you are not paying under the Payroll Deduction Plan and if you request in writing, we will send contribution notices. If the Accumulation Fund is large enough to keep your Insurance in force you may skip Planned Contribution payments or change their frequency and amount.

2. Limits

The first contribution may not be less than the Planned Contribution shown on the Certificate Specifications page.

Each contribution payment other than a Planned Contribution must be at least \$100. We may change this minimum contribution limit. No change will take effect until 90 days after notice is sent.

We reserve the right not to accept a contribution payment other than a Planned Contribution for up to 6 months from the date a Partial Cash Withdrawal is paid to you.

The total contributions paid in a Certificate year may not exceed the maximum we set for that year. When we set the maximum for total contributions paid in a Certificate year, we will take account of requirements in federal legislation. We will return any contribution paid in a Certificate year which exceeds the maximum.

V. CONTRIBUTIONS - *Continued*

3. Grace Period

If you are paying under the Payroll Deduction Plan and if the sum of the Cash Value on any Monthly Anniversary plus the Planned Contributions deducted from your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 60 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send you and any assignee on our records at last known addresses a notice of the Grace Period.

If you are not paying under the Payroll Deduction Plan and if the Cash Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 60 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send you and any assignee on our records at last known addresses a notice of the Grace Period.

If we do not receive a sufficient amount by the end of the Grace Period, this Certificate will then end without value.

If you die during the Grace Period, we will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.

4. Reinstatement

If the Grace Period has ended and you have not paid an amount that will cover the Monthly Deduction, you may request that this coverage be reinstated while you are alive provided:

- (a) you have not surrendered this Certificate for its Cash Value; and
- (b) This Plan has not ended; and
- (c) you have not elected a Paid-up Benefit under this Certificate; and
- (d) you ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) you provide evidence of your insurability satisfactory to us; and
- (f) you pay the Monthly Deductions back to the date the coverage under the Certificate ended, plus an amount to keep the Certificate in force for at least 2 months after the date of reinstatement.

Once we have determined your evidence of insurability to be satisfactory, the effective date of the reinstated coverage will be the original Effective Date of Certificate.

5. Continuation of Insurance

If the Planned Contributions are not paid periodically as planned, the Insurance will remain in force as long as the Cash Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.

On any Monthly Anniversary where the Cash Value is less than the Monthly Deduction for that month, the Grace Period provision will apply.

If you are living on the Final Date of Certificate and the Insurance is then in force, we will pay you the Cash Value, if any.

The Planned Contribution which was selected and which is shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate even if the Planned Contribution is paid as scheduled. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of contribution payments;
- (b) changes in the Specified Amount;
- (c) changes in interest credits and Cost of Insurance;
- (d) deductions for any additional Riders; and
- (e) any Partial Cash Withdrawals or loans under this Certificate.

6. Termination of Payroll Deduction Plan

If the Payroll Deduction Plan ends, This Plan will end (see Section IV, item 7, page 10).

VI. BENEFICIARY

1. Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make the choice in Writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with us. You do not need the consent of the Beneficiary to make a change. When we receive a form changing the Beneficiary, the change will take effect as of the date you Signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by us.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan as well.

2. More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

3. Death of a Beneficiary

A person's rights as a Beneficiary end if:

- (a) that person dies before your death occurs; or
- (b) that person dies at the same time your death occurs; or
- (c) that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

4. No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to one or more of the following persons who are related to you and who survive you:

- (a) Spouse or Domestic Partner;
- (b) Child;
- (c) parent;
- (d) brother and sister.

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge our liability for the amount so paid.

**VII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON YOUR OWN LIFE**

1. Application

If there is a Successor Plan we will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in Writing during the Application Period. The Application Period is the 31 day period after the date your Death Benefit ends because This Plan ends if there is a Successor Plan; or because you are no longer included in a class or classes of Employees which remains eligible for This Plan; but only if your Death Benefit under This Plan has been in effect for at least 5 years.

Proof that you are insurable is not required by us.

If you are not given notice, in Writing, of the RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE at least 15 days before the end of the Application Period, you will have additional time in which to apply. You will then have 15 days from the date you are given the notice in which to apply.

2. Conditions

The personal policy will be issued to you subject to these conditions:

- (a) It will be on one of the forms then usually issued by us; and
- (b) It will not take effect until after the Application Period ends; and
- (c) The premium for the policy will be based on:
 - (1) the class of risk to which you belong; and
 - (2) your age on the effective date of the policy; and
 - (3) the form and amount of the policy; and
- (d) The amount of the policy will not be more than the lesser of:
 - (1) the amount of your Insurance on the date the Death Benefit ends, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Death Benefit ends; and
 - (2) \$10,000.

3. If You Die During the Application Period

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item 2(d) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

VIII. PAID-UP BENEFITS

1. Coverage

At any time while This Plan is in effect for you, you may elect to terminate your Death Benefit, and use all or part of your Available Accumulation Fund as a Gross Single Premium for a Paid-up Benefit under this Certificate. In such case, benefits provided under any applicable Certificate Rider will end on the day before you become covered for Paid-up Benefits. You will receive a new Certificate Specifications page if you elect a Paid-up Benefit.

Available Accumulation Fund is:

- The Accumulation Fund;
MINUS
- Any loan and loan interest.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 1980 Commissioners Standard Ordinary Mortality Table - Males, Age Last Birthday. These rates are applied on an age nearest birthday basis. The interest rate is guaranteed to be no lower than an annual rate of 4%.

You may choose the amount of Paid-up Benefit, provided that:

- (1) your Available Accumulation Fund must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount of coverage must be at least \$10,000; and
- (3) the amount of coverage cannot exceed the amount of Death Benefit for which you were covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of your Available Accumulation Fund which is in excess of the Gross Single Premium used for your Paid-up Benefit will be returned to you in cash.

Any change in Beneficiary from the Beneficiary you named for your Death Benefit must be filed with us.

If you have elected a Paid-up Benefit and made a Written request for a statement of the value of the Accumulation Fund, we will furnish you with such a statement within 20 business days from the date we received your Written request.

2. Cash Value

Your Paid-up Benefit has a Cash Value while you are alive.

The Cash Value at any time will equal the Net Single Premium at your attained age for the amount of your Paid-up Benefit, using the same basis as we used to determine the amount of Paid-up Benefit.

We will pay you the Cash Value of your Paid-up Benefit under the same conditions as a Full Cash Withdrawal of the full Cash Value of the Death Benefit (see page 9).

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

3. When Paid-up Benefits End

If you request and are paid the Cash Value, this Certificate and all of our obligations under it will end. Otherwise, the Paid-up Benefit will continue until your death.

IX. GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. Details on the payment options may be obtained from us.

2. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

- (a) in contesting the validity of the benefits with respect to which such statement was made; or
- (b) to reduce the benefits;

unless the statement was contained in a Written application which has been Signed by you.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

3. Certificate

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

4. Assignment

The Death Benefit or Paid-up Benefit under This Plan may be assigned as a gift or as collateral. The Death Benefit or Paid-up Benefit under This Plan is also assignable by means of a viatical assignment.

However, no assignment will be binding on us unless the following conditions are met:

- (a) The assignment is in a form which is acceptable to us.
- (b) The assignment is accepted, in Writing, by us.
- (c) The assignment is filed at our office.

We assume no obligation as to the validity or the sufficiency of any assignment.

5. Suicide

The Death Benefit or Paid-up Benefit will not be paid if you commit suicide while sane or insane, within 2 years from the Effective Date of Certificate. Instead, we will pay the Beneficiary an amount equal to all contributions paid, without interest, less any loan and loan interest and less any Cash Withdrawals. If you commit suicide, while sane or insane, more than 2 years after the Effective Date of Certificate but within 2 years from the effective date of any increase in the Death Benefit, our liability with respect to such increase will be limited to its cost.

6. Age

If your age on the Effective Date of Certificate is not correct as shown on the Certificate Specifications page, we will adjust the benefits under this Certificate. The adjusted benefits will be those that the contributions paid would have provided at the correct age.

7. Computation of Rates

The maximum insurance rates shown on page 18 are based on the 1980 Commissioners Standard Ordinary Mortality Table - Males, Age Last Birthday.

IX. GENERAL PROVISIONS - *Continued*

8. Changes in Policy Cost Factors

Policy cost factors are interest rates, Cost of Insurance rates, expense charges and administrative charges. Changes in policy cost factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Policy cost factors for in-force Certificates will be reviewed at least once every five years to determine whether an adjustment in policy cost factors should be made.

9. Right to Change this Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to continue to qualify this coverage as life insurance under the Internal Revenue Code or successor law. Any such change will apply to all Certificates under This Plan. We will give the Insured Written notice of such change.

10. Annual Reports

Each year, if there has been an amount in the Accumulation Fund at the end of any of the preceding 12 plan months, we will send you a report showing the current Death Benefit, Accumulation Fund and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Accumulation Fund during the past Plan Year.

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

We may, at our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).

11. Illustration of Future Benefits

At any time, we will provide an illustration of the future benefits and values under your Certificate. You must ask in Writing for this illustration and pay the service fee set by us.

X. TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE

<u>Age</u>	<u>Monthly Rate</u>	<u>Age</u>	<u>Monthly Rate</u>
15	0.295	55	2.295
16	0.333	56	2.508
17	0.358	57	2.733
18	0.380	58	2.973
19	0.393	59	3.235
20	0.395	60	3.528
21	0.395	61	3.858
22	0.393	62	4.230
23	0.383	63	4.650
24	0.375	64	5.113
25	0.365	65	5.615
26	0.358	66	6.153
27	0.358	67	6.723
28	0.355	68	7.335
29	0.358	69	8.018
30	0.365	70	8.788
31	0.375	71	9.668
32	0.390	72	10.680
33	0.408	73	11.833
34	0.428	74	13.100
35	0.453	75	14.463
36	0.485	76	15.898
37	0.520	77	17.395
38	0.560	78	18.963
39	0.605	79	20.655
40	0.658	80	22.530
41	0.713	81	24.645
42	0.775	82	27.055
43	0.840	83	29.755
44	0.913	84	32.693
45	0.988	85	35.813
46	1.070	86	39.065
47	1.155	87	42.440
48	1.248	88	45.938
49	1.350	89	49.585
50	1.463	90	53.448
51	1.595	91	57.630
52	1.743	92	62.343
53	1.910	93	68.110
54	2.095	94	76.113

XI. NOTICES

This Certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

Certificate years and months are measured from the Effective Date of Certificate. For example, if the Effective Date of Certificate is January 1, 2015, the first Certificate month ends January 31, 2015, and the first Certificate year ends December 31, 2015. Similarly, the first Monthly Anniversary is February 1, 2015, and the first Certificate anniversary is January 1, 2016.

As soon as your benefits end, you should consult the Employer if payments are being made under the Payroll Deduction Plan or Metropolitan if payments are not being made under the Payroll Deduction Plan to find out what rights, if any, you may have to continue your protection.

You will be given a notice by the Policyholder at least 15 days before the date any or all benefits under This Plan will end. The notice will be in writing. It will start the date on which the benefits will end.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.

Our Administrative Office is located at 177 South Commons Drive, Aurora, Illinois 60504.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

RIDER: DEPENDENT TERM INSURANCE

This Rider is a part of the Certificate to which it is attached if Dependent Term Insurance is referred to on the Certificate Specifications page.

I. Dependent Term Insurance

1. Coverage

If a Dependent dies while Dependent Term Insurance is in effect for that Dependent, we will pay the amount of Dependent Term Insurance that is in effect for that Dependent on the date of that Dependent's death.

2. Payment of Benefits

Unless you have designated on your request form a Beneficiary other than yourself to receive these benefits, the benefits will be paid to:

- (a)** you, if you survive the Dependent; or
- (b)** your estate, if the Dependent dies at the same time your death occurs; or
- (c)** your estate, if the Dependent dies within 24 hours of your death.

If you have designated on your request form a Beneficiary other than yourself to receive these benefits, the benefits will be paid to the person or persons you have designated.

You make the choice in Writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with us. You do not need the consent of the Beneficiary to make a change. When we receive a form changing the Beneficiary, the change will take effect as of the date you Signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by us.

If, when the Dependent dies, more than one person is the Dependent's Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

A person's rights as a Beneficiary end if:

- (a)** that person dies before the Dependent dies; or
- (b)** that person dies at the same time the Dependent dies; or
- (c)** that person dies within 24 hours of the Dependent's death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

If there is no Beneficiary at the Dependent's death for any amount of benefits payable because of the Dependent's death, that amount will be paid to the Dependent's estate. However, we may instead pay all or part of that amount to one or more of the following persons who are related to the Dependent and who survive that Dependent:

- (a)** you;
- (b)** parent;

- (c) child;
- (d) brother and sister.

If there is no surviving relative, the amount will be payable to your estate.
Any payment will discharge our liability for the amount so paid.

3. Optional Types of Payment

Payment of any amount of Dependent Term Insurance may be made in installments instead of one sum. Details on the payment options may be obtained from us.

II. Definitions

1. "Dependent" means your natural child except for:

- (a) a person who is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard;
- (b) a person who is insured under This Plan as an Employee of the Employer; or
- (c) a child who is 27 years of age or older.

A child will be covered until the end of the calendar year in which such child attains the limiting age.

- (a) If a Dependent child is insured on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as that child is and remains unable to work in self-sustaining employment because of a physical or mental handicap; and
- (b) that child is and remains chiefly dependent upon you for support; and
- (c) that child is and remains a Dependent, as defined, except for the age limit; and
- (d) that child is unmarried; and
- (e) you give us Proof, when we ask for it or as soon as reasonably possible, that the child is and remains so unable to work and dependent on you since the age limit. We will not ask for Proof more than once a year. The Proof must be satisfactory to us.

Subject to the same conditions that apply to a natural child, child also includes:

- (a) a child who is supported solely by you and permanently living in the home of which you are the head;
- (b) a child who is legally adopted (including a child for which legal adoption proceedings have been started); and
- (c) a stepchild (including a child of a Domestic Partner) who lives in your home.

For Residents of Texas, add item (d):

- (d) a grandchild who was dependent upon you for federal income tax purposes at the time you applied for Dependent Term Insurance.

No person may be covered as a Dependent of more than one Employee of the Employer or by the Employee and Spouse or Domestic Partner if both are covered under This Plan.

2. "Beneficiary" means the person or persons you name to receive any benefit payable because of the Dependent's death.

III. Eligibility

You are eligible for Dependent Term Insurance on the later of:

- (a) the Effective Date of Certificate; and
- (b) the date you first acquire a Dependent.

Such later date is your Eligibility Date.

IV. Effective Dates of Dependent Term Insurance

1. Request Forms

You must make a written request for Dependent Term Insurance. The request forms will be provided by us. You must be actively at work as an Employee of the Employer on the date you make such request.

2. If Timely Request is Made

A timely request is one that is made on or prior to the date 31 days after your Eligibility Date. If you are not actively at work as an Employee of the Policyholder on your Eligibility Date, a request will be timely if it is made on or prior to the date 31 days after the date you return to active work as an Employee of the Employer

If you make a timely request for Dependent Term Insurance, your Dependent Term Insurance will become effective on the latest of:

- (a) your Eligibility Date; and
- (b) the Effective Date of Certificate; and
- (c) the first day of the month after the date of your request.

3. Reinstatement of Benefits

If your Dependent Term Insurance ends because you do not make a required contribution to its cost, you may make a request to reinstate it when you experience a change in status. Such a request will be effective on the date of the qualifying event, provided you are actively at work. If you are not actively at work on such date, your Dependent Term Insurance will take effect on the date you return to active work.

4. New Dependents

Dependent Term Insurance with respect to a person who becomes your Dependent while you are covered for Dependent Term Insurance will be effective on the date such person becomes your Dependent.

V. Contributions

While Dependent Term Insurance is in force, contributions will be required to pay the cost of such in accordance with the applicable Planned Contribution. However, such payments will NOT be taken into account when we determine the Net Contribution.

VI. When Dependent Term Insurance Ends

Dependent Term Insurance will end on the earliest of:

- 1. It will end on the date your Death Benefits ends.
- 2. It will end on the date of your death. If you, the Employee, dies and the Spouse or Domestic Partner is covered under This Plan, the Spouse or Domestic Partner may elect to provide the Dependent Term Insurance.
- 3. It will end on the day before you become covered for Paid-up Benefits.
- 4. It will end when the full Cash Value of the Death Benefit in effect on your life has been paid.
- 5. The Dependent Term Insurance on account of a Dependent will end on the date a Dependent ceases to be a Dependent.

6. If you do not make a payment which is required by us for the cost of the Dependent Term Insurance that insurance will end; it will end on the last day of the period for which a payment was made.

VII. Right to Obtain a Personal Policy of Life Insurance on the Life of a Dependent

1. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to a Dependent if you apply for it in Writing during the Application Period. The Application Period is the 31 day period after the date the Dependent Term Insurance on that Dependent ends because:

- (a) This Plan ends, but only if the Dependent Term Insurance on that Dependent had been in effect under This Plan for at least 5 years; or
- (b) This Plan is changed to end the Dependent Term Insurance, but only if the Dependent Term Insurance on that Dependent had been in effect under This Plan for at least 5 years; or
- (c) the Dependent no longer qualifies as a Dependent as defined in DEFINITIONS; or
- (d) the Covered Person becomes covered for Paid-up Insurance; or
- (e) you are paid the full Cash Value of the Death Benefit in effect on your life; or
- (f) you die.

For Residents of New Hampshire: If a Dependent is not given notice in Writing, of the RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT at least 15 days before the end of the Application Period, that Dependent will have additional time in which to apply. The Dependent will then have 15 days from the date the Dependent is given the notice in which to apply.

Proof that the Dependent is insurable is not required by us.

2. Conditions

The personal policy will be issued to the Dependent subject to these conditions:

- (a) It will be on one of the forms then usually issued by us, except Term Insurance; and
- (b) It will not take effect until after the Application Period ends; and
- (c) The premium for the policy will be based on:
 - (1) the class of risk to which the Dependent belongs; and
 - (2) the Dependent's age on the effective date of the policy; and
 - (3) the form and amount of the policy; and
- (d) if item 1(a) or 1(b) applies to the Dependent, the amount of the policy will not be more than the lesser of:
 - (i) the amount of Dependent Term Insurance on that Dependent on the date the Dependent Term Insurance ends, less any amount of life insurance on the life of that Dependent for which you or the Dependent may be eligible under any group policy which takes effect within 31 days after the Dependent Term Insurance on that Dependent ends; and
 - (ii) \$10,000; and
- (e) if item 1(c), 1(d), 1(e), or 1(f) applies to the Dependent, the amount of the policy will not be more than the amount of Dependent Term Insurance on that Dependent on the date the Dependent Term Insurance ends.

3. If the Dependent Dies During the Application Period

If the Dependent dies during the Application Period, we will pay a death benefit. The payment of the death benefit will be in the same manner as if the Dependent Term Insurance on that Dependent had been in effect on the date of that Dependent's death. The amount of the death benefit will be the amount which was in effect on the day prior to the date the person ceases to be a Dependent, unless, pursuant to item 2(d) or 2(e), the person applied for another amount of life insurance for which a personal policy could have been issued, in which case the amount of the death benefit will be the amount of the life insurance applied for.

This death benefit will be paid even if the Dependent did not apply for a personal policy.

VIII. General Provisions Applicable to Dependent Term Insurance

1. Statements Made by you Which Relate to Insurability

Any statement made by you on behalf of any of your Dependents will be deemed a representation and not a warranty.

No such statement made by you on behalf of any of your Dependents which relates to insurability will be used:

- (a) in contesting the validity of the benefits with respect to which such statement was made; or
- (b) to reduce the benefits;

unless the conditions listed in items (1) and (2) below have been met.

(1) The statement must be contained in a Written application which has been Signed by you.

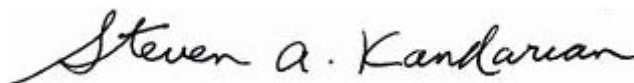
(2) A copy of the application has been furnished to you or to the Beneficiary of the Dependent Term Insurance.

No such statement made by you on behalf of any of your Dependents will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

2. Additional Provisions

The Dependent Term Insurance under This Plan does not at any time provide paid-up insurance, or loan or Cash Value.

Metropolitan Life Insurance Company,



Steven A. Kandarian

Chairman, President and Chief Executive Officer

The following rider applies to Residents of all states except for Indiana, North Carolina and Texas and applies only if Accelerated Benefits are referred to on the Certificate Specifications page.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

RIDER: ACCELERATED BENEFITS

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

1. Definitions

- A.** "Meet the Requirements" means that as a result of sickness or injury:
- (a)** the Covered Person's life span is drastically limited; and
 - (b)** the Covered Person is not expected to recover and is expected to die within 6 months.
- These must be certified by a Doctor and accepted by us.
- B.** "Doctor" means a person who is legally licensed to practice medicine.

2. Coverage

We will pay Accelerated Benefits to you if:

- (a)** the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b)** you or your legal representative request(s) payment of Accelerated Benefits; and
- (c)** the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Specified Amount and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2010 and the Effective Date of the Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes covered for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a)** the Covered Person's Death Benefit has been assigned by you and the assignee has not consented in writing, to the payment of the Accelerated Benefits; or
- (b)** you are the Covered Person and we have been notified that all or a portion of your Death Benefit is to be paid to your former Spouse as part of a divorce agreement and the former Spouse has not consented, in writing, to the payment of the Accelerated Benefit; or
- (c)** the expected death certificated by a Doctor, as defined in 1.B. above, would not result in a Death Benefit payable under the base certificate to which this Rider is attached; or

- (d) the amount of the Covered Person's Specified Amount is less than \$15,000; or
- (e) the Covered Person has elected to receive Paid-up Benefits.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 50% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date we accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$250,000; and
- (d) reduced by any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

7. Payment of Benefits

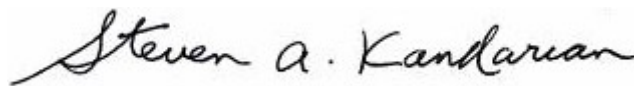
Accelerated Benefits will be payable when we receive notice and satisfactory Proof that the Covered Person Meets the Requirements. Accelerated Benefits will be payable if you are living when payment is made. Accelerated Benefits are payable only once.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs we will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value. This procedure will be used so that the Certificate continues to qualify as life insurance under the Internal Revenue Code or successor law.

8. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end if a payment to the cost of these benefits is not made; they will end on the last day of the period for which a payment is required to be made.
- (c) If This Plan ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.
- (d) If your employment with the Employer ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force

Metropolitan Life Insurance Company,



Steven A. Kandarian

Chairman, President and Chief Executive Officer

The following rider applies to residents of Indiana and applies only if Accelerated Benefits are referred to on the Certificate Specifications page.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

RIDER: ACCELERATED BENEFITS

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

THE DEATH BENEFIT, CASH VALUE AND LOAN VALUE UNDER THE PROVISIONS OF THE CERTIFICATE TO WHICH THIS RIDER IS ATTACHED WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID.

1. Definitions

A. "Meets the Requirements" means that as a result of sickness or injury the Covered Person:

- (a) is not expected to recover; and
- (b) in fact, is expected to die within 6 months.

These must be certified by a Doctor and accepted by us.

B. "Doctor" means a person who is legally licensed to practice medicine.

2. Coverage

We will pay Accelerated Benefits to you if:

- (a) the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b) you or your legal representative request(s) payment of Accelerated Benefits; and
- (c) the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Specified Amount and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE. Any portion of the Death Benefit remaining after the reduction of the Death Benefit due to payment of Accelerated Benefits and related charges shall be paid upon the death of the Covered Person. The payment of Accelerated Benefits, related charges, interest and the balance of the Death Benefit shall constitute full settlement on maturity of the face amount of the contract.

3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2010 and the Effective Date of the Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes covered for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a) the Covered Person's Death Benefit has been assigned by you; or
- (b) you are the Covered Person and we have been notified that all or a portion of your Death Benefit is to be paid to your former Spouse as part of a divorce agreement; or
- (c) the Covered Person Meets the Requirements as a result of:
 - (i) attempted suicide; or
 - (ii) injuring oneself on purpose; or

- (d) the amount of the Covered Person's Specified Amount is less than \$15,000; or
- (e) the Covered Person has elected to receive Paid-up Benefits; or
- (f) you are required by a government agency to request payment of Accelerated Benefits in order for the Covered Person to apply for, obtain or keep a government benefit or entitlement.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 50% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date we accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$250,000; and
- (d) reduced by a pro-rata portion of any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

7. Payment of Benefits

Accelerated Benefits will be payable when we receive notice and satisfactory Proof that the Covered Person Meets the Requirements. Accelerated Benefits will be payable if you are living when payment is made. Accelerated Benefits are payable only once.

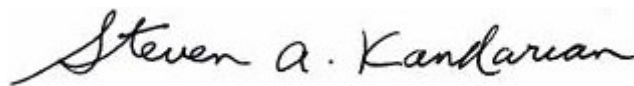
Upon receipt of the Covered Person's claim, we will provide the Covered Person with a statement containing specific information on the payment requested. This statement will include the amount of payment which will be made and the amount of insurance remaining after payment of the Accelerated Benefit.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs we will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value. This procedure will be used so that the Certificate continues to qualify as life insurance under the Internal Revenue Code or successor law.

8. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end on the day before the Covered Person becomes covered for Paid-Up Benefits.

Metropolitan Life Insurance Company,



Steven A. Kandarian
Chairman, President and Chief Executive Officer

The following rider applies to residents of North Carolina and applies only if Accelerated Benefits are referred to on the Certificate Specifications page.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

RIDER: ACCELERATED BENEFITS

DISCLOSURE: Accelerated Benefits may be taxable. If so, you or your Beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this Benefit.

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

1. Definitions

- A.** "Meets the Requirements" means that as a result of sickness or injury the Covered Person:
- (a)** is not expected to recover; and
 - (b)** in fact, is expected to die within 6 months.
- These must be certified by a Doctor and accepted by us.
- B.** "Doctor" means a person who is legally licensed to practice medicine.

2. Coverage

We will pay Accelerated Benefits to you if:

- (a)** the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b)** you or your legal representative request(s) payment of Accelerated Benefits; and
- (c)** the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Specified Amount and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2010 and the Effective Date of the Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes covered for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a)** the Covered Person's Death Benefit has been assigned by you; or
- (b)** you are the Covered Person and we have been notified that all or a portion of your Death Benefit is to be paid to your former Spouse as part of a divorce agreement; or
- (c)** the Covered Person Meets the Requirements as a result of:
 - (i)** attempted suicide; or
 - (ii)** injuring oneself on purpose; or
- (d)** the amount of the Covered Person's Specified Amount is less than \$15,000; or

- (e) the Covered Person has elected to receive Paid-up Benefits; or
- (f) you are required by a government agency to request payment of Accelerated Benefits in order for the Covered Person to apply for, obtain or keep a government benefit or entitlement.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 50% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date we accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$250,000; and
- (d) reduced by any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

Payment of the Accelerated Benefits will reduce the Covered Person's Specified Amount.

7. Payment of Benefits

Accelerated Benefits will be payable when we receive notice and satisfactory Proof that the Covered Person Meets the Requirements. Accelerated Benefits will be payable if the Covered Person is living when payment is made. Accelerated Benefits are payable only once. Accelerated Benefits will be paid in a lump sum. The Covered Person may instead select a different option in accordance with the Accelerated Benefits claim form submitted by the Covered Person.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs we will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value. This procedure will be used so that the Certificate continues to qualify as life insurance under the Internal Revenue Code or successor law.

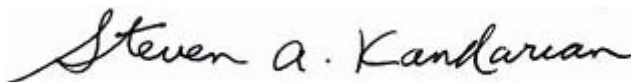
8. Charge

The Cost of Term Insurance contains a charge of .5% or less for the Accelerated Benefits option.

9. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end on the day before the Covered Person becomes covered for Paid-Up Benefits.
- (c) If This Plan ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.
- (d) If your employment with the Employer ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.

Metropolitan Life Insurance Company,



Steven A. Kandarian

Chairman, President and Chief Executive Officer

The following rider applies to residents of Texas and applies only if Accelerated Benefits are referred to on the Certificate Specifications page.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

RIDER: ACCELERATED BENEFITS

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

THE DEATH BENEFIT, CASH VALUE AND LOAN VALUE UNDER THE PROVISIONS OF THE CERTIFICATE TO WHICH THIS RIDER IS ATTACHED WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID.

THE ACCELERATED LIFE INSURANCE BENEFITS OFFERED UNDER THIS RIDER ARE INTENDED TO QUALIFY FOR FAVORABLE TAX TREATMENT UNDER THE INTERNAL REVENUE CODE OF 1986. IF THE ACCELERATED BENEFITS QUALIFY FOR SUCH FAVORABLE TAX TREATMENT, THE BENEFITS WILL BE EXCLUDABLE FROM YOUR INCOME AND NOT SUBJECT TO FEDERAL TAXATION. TAX LAWS RELATING TO ACCELERATED BENEFITS ARE COMPLEX. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR ABOUT CIRCUMSTANCES UNDER WHICH YOU COULD RECEIVE ACCELERATED BENEFITS EXCLUDABLE FROM INCOME UNDER FEDERAL TAX LAW.

RECEIPT OF ACCELERATED BENEFITS MAY AFFECT YOUR, YOUR SPOUSE, OR YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. YOU ARE ADVISED TO CONSULT WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT YOUR, YOUR SPOUSE, AND YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE.

1. Definitions

- A.** "Meets the Requirements" means that as a result of sickness or injury the Covered Person:
- (a)** is not expected to recover; and
 - (b)** in fact, is expected to die within 24 months.
- These must be certified by a Doctor and accepted by us.
- B.** "Doctor" means a person who is legally licensed to practice medicine.

2. Coverage

We will pay Accelerated Benefits to you if:

- (a)** the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b)** you or your legal representative request(s) payment of Accelerated Benefits; and
- (c)** the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Specified Amount and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE. Any portion of the Death Benefit remaining after the reduction of the Death Benefit due to payment of Accelerated Benefits and related charges shall be paid upon the death of the Covered Person. The payment of Accelerated Benefits, related charges, interest and the balance of the Death Benefit shall constitute full settlement on maturity of the face amount of the contract.

3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2010 and the Effective Date of the Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes insured for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a) the Covered Person's Death Benefit has been assigned by you; or
- (b) you are the Covered Person and we have been notified that all or a portion of your Death Benefit is to be paid to your former Spouse as part of a divorce agreement; or
- (c) the Covered Person Meets the Requirements as a result of:
 - (i) attempted suicide; or
 - (ii) injuring oneself on purpose; or
- (d) the amount of the Covered Person's Death Benefit is less than \$15,000; or
- (e) the Covered Person has elected to receive Paid-up Benefits; or
- (f) you are required by a government agency to request payment of Accelerated Benefits in order for the Covered Person to apply for, obtain or keep a government benefit or entitlement.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 50% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date we accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$250,000; and
- (d) reduced by a pro-rata portion of any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

Payment of the Accelerated Benefits will reduce the Covered Person's Specified Amount.

7. Payment of Benefits

Accelerated Benefits will be payable when we receive notice and satisfactory Proof that the Covered Person Meets the Requirements. At the time such Proof is given, we may have the Covered Person examined by Doctors of our choice, at our expense. If there is a conflicting opinion between the Covered Person's Doctor and our Doctor, we reserve the right to have a third Doctor of our choice make the determination.

Upon receipt of the Covered Person's claim, we will provide you and the Covered Person with a statement containing specific information on the payment requested. This statement will include the amount of payment which will be made and the amount of insurance remaining after payment of the Accelerated Benefit.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs MetLife will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value, so that the Certificate continues to qualify as life insurance under the Internal Revenue Code.

Accelerated Benefits will be payable if you are living when payment is made. Accelerated Benefits are payable only once.

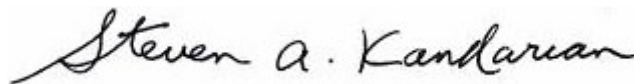
8. Financing for the Accelerated Benefit

The Accelerated Benefits feature provides protection for each Covered Person and is financed by the premium paid by all Covered Persons in the group. No more than 1.5% of the premium for Group Universal Life Insurance is attributable to the financing for the Accelerated Benefits feature.

9. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end on the day before the Covered Person becomes covered for Paid-Up Benefits.
- (c) If This Plan ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.
- (d) If your employment with the Employer ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.

Metropolitan Life Insurance Company,

A handwritten signature in black ink that reads "Steven A. Kandarian". The signature is written in a cursive, flowing style.

Steven A. Kandarian

Chairman, President and Chief Executive Officer

