

Metropolitan Life Insurance Company One Madison Avenue, New York, NY 10010–3690

Metropolitan Life Insurance Company (herein called MetLife) certifies that it will make the payments described in this certificate.

Group Annuity Contract No.		
	XXXX	
Certificate No.		
	XXXX	
Measuring Life		
	Mary Smith	
Date of Birth of Measuring Life		
	May 1, 1965	
Owner		
	ABC Company	
Annuity Commencement Date		
	January 1, 3040	
Beneficiary (if any)		
	John Smith	

Rights of Owner: The Owner owns the annuity described in this certificate. The Owner will have the right at any time to designate the payee, including the Beneficiary, to whom benefits are payable under the annuity. However, unless the Owner otherwise directs, MetLife will make all payments under the annuity to the person(s) named in the certificate.

In addition, at any time after the death of the Measuring Life, the Owner may direct MetLife to pay, in lieu of any term certain annuity payments described in this certificate, the commuted value of all remaining term certain annuity payments in a single sum to a payee named by the Owner. The commuted value of such annuity payments will be calculated using the same interest rate(s) as that used in determining the purchase price of the annuity.

No such change in payee or terms of payment will be effective until written notice of the change is received by MetLife. However, any change in a Beneficiary designation will take effect as of the date the request was signed but without prejudice to MetLife on account of any payment made by it before receipt of the request. When contacting MetLife the Owner should mention the Contract number and the name and certificate number of the Measuring Life.

Proof of Living: MetLife may require proof that the Measuring Life, the Beneficiary or other payee, as the case may be, is living on the date on which any annuity payment is to be made. If proof is requested, no payment will be made until the proof has been received by MetLife.

Beneficiary: If two or more Beneficiaries are designated and their respective interests are not specified, their interests will be several and equal.

Change or Waiver: No sales representative or other person, except an authorized officer of MetLife, may make or change any certificate or make any binding promises about any certificate on behalf of MetLife. Any amendment, modification or waiver of any provision of this certificate will be in writing and may be made effective on behalf of MetLife only by an authorized officer of MetLife.

Misstatements: If the age or sex of the Measuring Life or any other relevant fact has been misstated, MetLife will not pay a greater amount of annuity than that provided by the actual amount received to purchase the annuity and the correct information. Any overpayment of annuity will, together with interest, be deducted from future annuity payments. Any underpayment of an annuity will, together with interest, be paid immediately upon receipt of the corrected information. The interest rate(s) will be that used in determining the purchase price of the annuity.

Nonassignability; Claims of Creditors: This certificate and the payments provided under it are nonassignable and will be exempt from the claims of creditors to the maximum extent permitted by law.

Form G.4324A (2)

Payment of Annuity: MetLife will make payments under this certificate as follows:

On and after the Annuity Commencement Date and while the Measuring Life is living, but in any case up to and including XXX, MetLife will pay monthly annuity payments to the payee named by the Owner. If the Measuring Life dies before XXX, and unless the Owner directs otherwise, MetLife will pay to the Beneficiary, up to and including XXX, the monthly annuity payments that are payable after the death of the Measuring Life. The rate of the monthly annuity payments is shown in item (1) below.

(1) Monthly Rate of Annuity: \$xxx,xxx.yy commencing on MmmmDdYyyy and increased by X.XX% every MmmmDdYyyy thereafter.

MetLife will also make the payments shown in item (2) below to the payee named by the Owner. However, if the Measuring Life is not living on the date any such payment is payable, and unless the Owner directs otherwise, MetLife will pay such payment to the Beneficiary.

		Amount of
(2)	Date of Payment	Payment
	January 1, 3040	\$1.00
	January 1, 3045	\$50.00

Form G.4324A (3)

MetLife®

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ENDORSEMENT

Notwithstanding any provisions to the contrary, this certificate is hereby endorsed as of its issue date as follows:

No annuity payments payable under this certificate are payable in a single-sum value (i.e., annuity payments are not commutable).

This certificate is not assignable. It cannot be transferred, assigned or pledged as collateral for a loan. Payments under this certificate cannot be changed or accelerated and paid before the payment due date.

Metropolitan Life Insurance Company

Gwenn L. Carr

Vice-President and Secretary

General L. Carr