

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 10)

Reinsurance Group of America, Incorporated

(Name of Issuer)

Common Stock, Par Value \$.01 Per Share

(Title of Class of Securities)

759351109

(CUSIP Number)

Gwenn L. Carr
MetLife, Inc.
One Madison Avenue
New York, New York 10010
(212)578-2211

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 16, 2003

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [].

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

MetLife, Inc.
13-4075851

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 SOLE VOTING POWER

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

None

8 SHARED VOTING POWER

32,243,539

9 SOLE DISPOSITIVE POWER

None

10 SHARED DISPOSITIVE POWER

32,243,539

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

32,243,539

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

51.9%*

14 TYPE OF REPORTING PERSON

* This percentage is based upon the number of Shares issued and outstanding as of December 9, 2003, as described in RGA's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2003, as adjusted (i) to give effect to the public offering by RGA of 12,075,000 Shares (including exercise of the underwriters' over-allotment option) and (ii) to reflect option exercises.

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Metropolitan Life Insurance Company
13-5581829

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

New York

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		None

8	SHARED VOTING POWER
	32,243,539

9	SOLE DISPOSITIVE POWER
	None

10	SHARED DISPOSITIVE POWER
	32,243,539

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32,243,539

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1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

GenAmerica Financial Corporation
43-1779470

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Missouri

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		None

8	SHARED VOTING POWER
	32,243,539

9	SOLE DISPOSITIVE POWER
	None

10	SHARED DISPOSITIVE POWER
	32,243,539

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32,243,539

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1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

General American Life Insurance Company
43-0285930

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Missouri

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		None
	8	SHARED VOTING POWER
		32,243,539

9	SOLE DISPOSITIVE POWER
	None

10	SHARED DISPOSITIVE POWER
	32,243,539

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1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Equity Intermediary Company
43-1727895

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Missouri

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

7 SOLE VOTING POWER

None

8 SHARED VOTING POWER

32,243,539

9 SOLE DISPOSITIVE POWER

None

10 SHARED DISPOSITIVE POWER

32,243,539

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51.9%*

14 TYPE OF REPORTING PERSON

* This percentage is based upon the number of Shares issued and outstanding as of December 9, 2003, as described in RGA's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2003, as adjusted (i) to give effect to the public offering by RGA of 12,075,000 Shares (including exercise of the underwriters' over-allotment option) and (ii) to reflect option exercises.

This Statement amends the Schedule 13D Statement, as amended, of MetLife, Inc., Metropolitan Life Insurance Company, GenAmerica Financial Corporation, General American Life Insurance Company and Equity Intermediary Company (collectively, the "Filing Parties") in respect of the common stock of Reinsurance Group of America, Incorporated, as follows:

Item 2. Identity and Background.

Exhibit 1 to this Statement is hereby amended by replacing under MLINC and MetLife, GenAmerica and GenAm Life, the description of Stewart G. Nagler's "Principal Occupation or Employment" with the following:

"Vice-Chairman of the Board, MLINC and MetLife; Chairman of the Board, RGA; Director, GenAmerica and GenAm Life".

Exhibit 1 is further amended by adding the following at the end of "Executive Officers (Who are not Directors)" of MLINC and MetLife:

"William J. Wheeler Executive Vice President and Chief Financial Officer, MLINC and MetLife"

Item 3. Source and Amount of Funds or other Consideration.

Item 3 is hereby amended by adding the following immediately preceding the last paragraph thereof:

"On December 16, 2003, MLINC transferred its holdings of 2,532,600 Shares to EIM in exchange for 93,402 shares of Series A Cumulative Preferred Stock, par value \$1,000 per share (the "EIM Preferred Stock") in accordance with a Sale Agreement dated as of December 11, 2003 by and between MLINC and EIM (the "Sale Agreement"). The terms of the EIM Preferred Stock are set forth in an Amendment of Articles of Incorporation and Certificate of Designation of Series A Cumulative Preferred Stock of EIM (the "Certificate of Designation"). On the same date, MetLife transferred its holdings of 4,784,689 Shares to GenAmerica; GenAmerica transferred these Shares to GenAm Life; and GenAm Life transferred these Shares to EIM. The transfers of Shares described in the preceding sentence were each made as a capital contribution.

The descriptions of the Sale Agreement and the Certificate of Designation and the transaction contemplated thereby set forth in this Statement are qualified in their entirety by reference to the Sale Agreement included as Exhibit 11 to this Statement and the Certificate of Designation included as Exhibit 12 to this Statement, with each such Exhibit being incorporated herein by reference."

Item 4. Purpose of Transaction.

Item 4 is hereby amended by replacing the number "10,500,000" with "12,075,000" in the penultimate paragraph thereof.

Item 4 is hereby further amended by adding the following immediately preceding the last paragraph thereof:

"The transfer on December 16, 2003 by MLINC to EIM and by MetLife (through GenAmerica and GenAm Life) to EIM of 2,532,600 and 4,784,689 Shares, respectively, was consummated in order to consolidate the enterprise's ownership of Shares, creating tax and accounting efficiencies, improving the risk-based capital ratios of MetLife and GenAm Life and improving the capital efficiency of MLINC."

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended by replacing the first paragraph of Item 5(a) and (b) with the following:

"As of December 16, 2003, each of the Filing Parties beneficially owned 32,243,539 Shares, or approximately 51.9 percent of the outstanding Shares. With respect to such Shares, each of the Filing Parties shares voting and dispositive power with each other. See Item 2 above."

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended by adding after the last paragraph thereof the following:

"In connection with the transfer by MLINC to EIM of 2,532,600 Shares, MLINC and EIM entered into the Sale Agreement. The Sale Agreement provides for the transfer by EIM to MLINC of 93,402 shares of EIM Preferred Stock in exchange for such Shares. The express terms and provisions of the EIM Preferred Stock, including the preferences, privileges and voting and other special rights thereof and the qualifications, limitations or restrictions thereon, are set forth in the Certificate of Designation.

The descriptions of the Sale Agreement and the Certificate of Designation set forth in this Statement are qualified in their entirety by reference to such documents, included as Exhibits 11 and 12, respectively, which are incorporated herein in their entirety by reference. See also Item 3 above."

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended by adding the following Exhibits 11 and 12:

"Exhibit No.	Description
11	Sale Agreement dated as of December 11, 2003 by and between MLINC and EIM
12	Amendment of Articles of Incorporation and Certificate of Designation of Series A Cumulative Preferred Stock of EIM"

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 18, 2003

METLIFE, INC.

By: /s/ Anthony J. Williamson

Name: Anthony J. Williamson
Title: Senior Vice-President and Treasurer

METROPOLITAN LIFE INSURANCE COMPANY

By: /s/ Anthony J. Williamson

Name: Anthony J. Williamson
Title: Senior Vice-President and Treasurer

GENAMERICA FINANCIAL CORPORATION

By: /s/ Anthony J. Williamson

Name: Anthony J. Williamson
Title: Vice-President and Treasurer

GENERAL AMERICAN LIFE INSURANCE COMPANY

By: /s/ Anthony J. Williamson

Name: Anthony J. Williamson
Title: Vice-President and Treasurer

EQUITY INTERMEDIARY COMPANY

By: /s/ Anthony J. Williamson

Name: Anthony J. Williamson
Title: Director, Vice-President and Treasurer

EQUITY INTERMEDIARY COMPANY

SALE AGREEMENT

Dated as of December 11, 2003

Series A Cumulative Preferred Stock

SALE AGREEMENT

Dated as of December 11, 2003

MetLife, Inc.
One Madison Avenue
New York, NY 10010

Attention: Treasurer

Dear Sirs:

The undersigned, Equity Intermediary Company, a Missouri corporation (the "Company"), hereby agrees with you as follows:

Section 1. Authorization of Issue of Shares. The Company has duly authorized the issue of its Series A Cumulative Preferred Stock \$1,000 par value per share (the "Series A Preferred Shares"), consisting of 125,000 authorized shares. The express terms and provisions of the Series A Preferred Shares, including the preferences, privileges and voting and other special rights thereof and the qualifications, limitations or restrictions thereon, are set forth in a certificate setting forth resolutions of the Board of Directors of the Company providing for the creation and designation of said Series A Preferred Shares (said certificate being herein called the "Series A Certificate of Designation") as filed in the office of the Secretary of State of the State of Missouri on December 11, 2003. The Articles of Incorporation of the Company, as supplemented by said Series A Certificate of Designation, are herein called the "Articles of Incorporation".

Section 2. Sale. Subject to the terms and conditions herein set forth, the Company hereby agrees to issue and sell to you, and, subject to such terms and conditions and in reliance upon the representations and warranties of the Company set forth herein, you agree to purchase from the Company 93,402 Series A Preferred Shares in exchange for 2,532,600 shares of the Common Stock, \$.01 par value per share, of Reinsurance Group of America Incorporated ("RGA"), Missouri corporation (the "RGA Shares").

The closing (the "Closing") of the purchase and sale of such Series A Preferred Shares shall take place on December 16, 2003 (the "Closing Date"), or such other date as shall be mutually agreed on by the Company and you. It is anticipated that, at the time of the Closing, another of your subsidiaries will also transfer its shares of the common stock of RGA to the Company. At the Closing, the Company will deliver to you one or more stock certificates representing the aggregate number of Series A Preferred Shares purchased by you at such Closing, against delivery to the Company by you of the RGA Shares. Such certificates shall be registered in your name for the entire number of Series A Preferred Shares purchased by you, unless prior to the Closing you designate a nominee, in whose name such Series A Preferred Shares shall be registered. If, at the Closing, the certificates representing such Series A Preferred Shares to be purchased by you shall fail to be delivered or the conditions to such Closing set forth in Section 4 shall not have been fulfilled to your satisfaction, you shall, at your election, be relieved of all of your obligations under this Agreement. The delivery of the RGA Shares shall be made either by (i) the delivery to the Company of one or more stock certificates registered in your name, accompanied by stock powers duly executed in blank, and/or (ii) free delivery of the shares as a Depository Trust Company entry, together with any other documentation reasonably necessary to effectuate the transfer of the RGA Shares.

Section 3. Conditions to Sale. Your obligation to consummate the transactions herein described is subject to the fulfillment to your reasonable satisfaction of the following conditions:

Section 3.1. Certificate of Designation; Certificate of Incorporation. The resolutions set forth in the Series A Certificate of Designation shall be in full force and effect and there shall have been no change or amendment to the Articles of Incorporation of the Company other than such as shall be satisfactory in form and substance to you.

Section 3.2. Authorization of Sale. You shall have received a certified copy of the resolutions of the Board of Directors of the Company, which resolutions shall be satisfactory to you, and which shall authorize the transactions herein described.

Section 3.3. Approvals. All approvals or filings required to be obtained or made from or with the Secretary of State of the State of Missouri in connection with the transactions herein contemplated shall have been obtained.

Section 3.4. Representations True. The representations and warranties in Section 4 shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

Section 3.5. Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory to you and you shall have received all such counterpart original or certified or other copies of such documents as you may reasonably request.

Section 4. Representations and Warranties.

The Company represents and warrants that:

Section 4.1. Organization, Authority and Good Standing. The Company is a duly organized and validly existing corporation in good standing under the laws of Missouri and has full power and authority to own the properties and assets and to carry on the business which it now owns and carries on. The Company is duly qualified and in good standing as a foreign corporation in each jurisdiction wherein the nature of the property owned or leased by it or the nature of the business transacted by it makes such qualification necessary.

Section 4.2. Financial Statements. You have been furnished with copies of the balance sheet and income statement of the Company at September 30, 2003 for the fiscal period ended on said date, certified by the Company's Chief Financial Officer.

Said financial statements, including the related schedules and notes, to the Company's best knowledge and belief, are, in all material respects, complete and correct and fairly present (a) the financial condition of the Company as at the date of said statements and (b) the results of the operations of the Company for the fiscal period ended on said date, all in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved.

Section 4.3. No Material Changes. Except as has been previously disclosed to you, there has been no material and adverse change in the business, operations, properties, prospects, assets or condition, financial or other, of the Company subsequent to September 30, 2003.

Section 4.4. No Conflicts. Neither the execution and delivery of this Agreement by the Company nor the consummation by the Company of the transactions herein contemplated, nor compliance by the Company with the terms, conditions and provisions hereof and of the Series A Certificate of Designation will violate any provision of law or rule or regulation thereunder or any order, injunction or decree of any court or other governmental body to which the Company is a party or by which it is bound, or conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or by-laws of the Company or any agreement to which the Company is a party or by which it is bound. Any consent of the stockholders of the Company required in connection with the execution and filing of the Series A Certificate of Designation by the Company has been duly given and no other consent of the stockholders is required in connection with the issuance of the Series A Preferred Shares or the execution and delivery of this Agreement.

Section 4.5. Litigation. Except as previously disclosed to you in writing, there are no actions, suits or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, which involve any of the transactions herein contemplated or the likelihood of any material and adverse change in the business, operations, properties, prospects, assets or condition, financial or other, of the Company; and the Company is

not in default or violation of any judgment, order, writ, injunction, decree or award which would have a material and adverse effect on the business, operations, properties, prospects, assets or condition, financial or other, of the Company, or any statute, rule or regulation of any court, arbitrator or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

Section 4.6. Restrictive Agreements. The Company is not a party to, or bound by, any Instrument pursuant to which the Company's legal or contractual right to declare or pay dividends on, to make any other distribution with respect to, or to redeem or purchase any of, the Series A Preferred Shares (or any equity security of the Company, ranking prior to, or on a parity with, the Series A Preferred Shares as to (a) the payment of dividends, (b) the purchase, redemption or other acquisition of any such shares or security by sinking fund or otherwise, or (c) the distribution of assets upon liquidation, dissolution or winding up) is (i) absolutely prohibited, or (ii) directly restricted by a provision restricting payment of dividends thereon, the purchase, redemption or other acquisition thereof, or the making of distributions with respect thereto, or (iii) in any way indirectly restricted[, except as a consequence of the Company's (1) incurring indebtedness for borrowed money or otherwise incurring indebtedness or (2) failure to comply with or meet any financial or other covenant contained in one or more Instruments and not of the character referred to in the foregoing clause (ii).

Section 4.7. Capitalization. The Company's authorized stock presently consists of 30,000 shares of Common Stock and 125,000 shares of Preferred Stock, of which 125,000 shares have been designated "Series A Cumulative Preferred Stock". All of the shares of Common Stock and such Preferred Stock have been validly authorized. The outstanding shares of Common Stock are fully paid and non-assessable. The Series A Cumulative Preferred Shares to be acquired pursuant to this Agreement, when so acquired, will be validly issued and fully paid and non-assessable.

Section 4.8. Governmental Action. All approvals or filings required to be obtained or made from or with the Secretary of State of the State of Missouri in connection with the transactions herein contemplated have been obtained and no additional notice to, or action of, or filing with, any governmental or public body or authority is required to authorize, or is otherwise required in connection with, the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated.

Section 4.9. Offering of Series A Preferred Shares. Neither the Company nor any agent acting on its behalf has, either directly or indirectly, sold or offered for sale or disposed of, or attempted or offered to dispose of, the Series A Preferred Shares or any part thereof, or any similar securities of the Company, to, or has solicited any offers to buy any thereof from or has otherwise approached or negotiated in respect thereof with, any Person or Persons other than you; and the Company agrees that neither it nor any agent acting on its behalf will sell or offer for sale or dispose of, or attempt or offer to dispose of, any thereof to, or solicit any offers to buy any thereof from, or otherwise approach or negotiate in respect thereof with, any Person or Persons so as thereby to bring the issuance of the Series A Preferred Shares within the provisions of Section 5 of the Securities Act of 1933, as amended.

Section 4.10. Corporate Acts and Proceedings. This Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action by the Company. This Agreement has been duly executed and delivered by the Company and is the Company's legal, valid and binding obligation, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws. All corporate action necessary for the authorization, creation, issuance, and delivery of the Series A Preferred Shares has been taken on the part of the Company.

Section 5. Your Representation. This Agreement is made with you in reliance upon your representation to the Company (which, by your acceptance hereof, you confirm) that you are acquiring the Series A Preferred Shares for your own account for the purpose of investment and not with a view to, or for sale in connection with, the distribution thereof nor with any present intention of distributing or selling such Series A Preferred Shares.

Section 6. Covenants. The Company covenants and agrees that so long as you hold any Series A Preferred Shares:

Section 6.1. Restrictive Agreements. Without the consent of the holders of all of the outstanding Series A Preferred Shares, the Company will not become a party to, or bound by, any Instrument pursuant to which the Company's legal or contractual right to declare or pay dividends on, to make any other distribution with respect to, or to redeem or purchase any of, the Series A Preferred Shares (or any equity security of the Company, ranking prior to, or on a parity with, the Series A Preferred Shares as to (a) the payment of dividends, (b) the purchase, redemption or other acquisition of any such shares or security by sinking fund or otherwise, or (c) the distribution of assets upon liquidation, dissolution or winding up) would be (i) absolutely prohibited, or (ii) directly restricted by a provision restricting payment of dividends thereon, the purchase, redemption or other acquisition thereof, or the making of distributions with respect thereto or (iii) in any way indirectly restricted, except as a consequence of the Company's (1) incurring indebtedness for borrowed money or otherwise incurring indebtedness or (2) failure to comply with or meet any financial or other covenant contained in one or more Instruments and not of the character referred to in the foregoing clause (ii).

Section 6.2. Financial Statements; Inspection. (a) The Company will deliver to you, upon request, so long as you (or a nominee designated by you) shall hold any of the Series A Preferred Shares:

(i) within one hundred and twenty (120) days after the close of each of the Company's fiscal years, a certificate of the Company's Chief Financial Officer to the effect that the unaudited balance sheet as of the end of such fiscal year and income statement for the fiscal year then ended present fairly the financial position as of that date and the results of operations for the fiscal year then ended, and are prepared in conformity with generally accepted accounting principles; and

(ii) within sixty (60) days after the close of each quarterly period (except the last) of each of the Company's fiscal years, the unaudited balance sheet and income statement of the Company for the period from the beginning of such fiscal year to the end of such quarter, setting forth in comparative form the corresponding figures as of the end of and for the corresponding period of the preceding fiscal year, and prepared in conformity with generally accepted accounting principles; and

(iii) concurrently with the statements described in the preceding clauses, the written statement of a responsible officer of the Company familiar with the financial statements of the Company that such officer has no knowledge of any default by the Company in the fulfillment of any of the terms, covenants, provisions or conditions of this Agreement, the Series A Preferred Shares or the Series A Certificate of Designation (or any other provision of the Certificate of Incorporation relating to the Series A Preferred Shares), or if such officer shall have obtained knowledge of any such default such officer shall disclose in such statement the default or defaults and the nature thereof.

(b) Inspection. The Company will permit you, so long as you (or a nominee designated by you) shall hold any of the Series A Preferred Shares, to visit and inspect any of its properties, its books of account, and to discuss the affairs, finances and accounts of the Company with the officers thereof, all at such reasonable times and as often as you may reasonably request.

Section 6.3. Maintenance of Company Office; Register. The Company will maintain an office or agency at One MetLife Plaza, Long Island City, New York 11101 (or such other place in the United States of America as the Company may designate in writing to the registered holders of the Series A Preferred Shares) where notices, presentations and demands to or upon the Company in respect of this Agreement or the Series A Preferred Shares may be given or made.

Section 6.4. Exchange of Stock Certificates. Upon surrender by you of any certificate representing Series A Preferred Shares for exchange at the office of the Company or its agent referred to in Section 6.3, the Company at its expense (other than for transfer taxes) will issue in exchange therefor one or more new certificates, in such denomination or denominations as may be requested, for the same aggregate number of Series A Preferred Shares represented by the certificate so surrendered and registered as you may request.

Section 6.5. Loss, Theft, Destruction or Mutilation of Stock Certificates. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of any certificate representing any of the Series A Preferred Shares held by you, and (in case of loss, theft or destruction) of indemnity satisfactory to it, and upon surrender and cancellation of such certificate, if mutilated, the Company at its expense will make and deliver to you in lieu of such certificate a new certificate of like tenor and for an equal number of Series A Preferred Shares. Your unsecured agreement of indemnity shall constitute indemnity satisfactory to the Company for the purposes of this Section 6.5.

Section 6.6. Payment. Notwithstanding any provision to the contrary contained in any certificate evidencing any of the Series A Preferred Shares or in the Series A Certificate of

Designation, the Company will pay all amounts payable to you in respect of the dividends on the Series A Preferred Shares then held by you in funds immediately available to such account as you may from time to time designate to the Company in writing, each such payment being accompanied by sufficient information to identify the source and application thereof, and all without any presentment of any certificate evidencing any of the Series A Preferred Shares held by you and without any notation of such payment being made on said certificate.

Section 7. Definitions. For all purposes of this Agreement, unless the context otherwise requires:

"Instrument" means any contract, indenture, charter or by-law provision, authorizing resolution or other agreement or any note, debenture, bond or other security or instrument, or an amendment to any of the foregoing.

"Person" shall mean an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

Section 8. Miscellaneous.

Section 8.1. Notices. Any notice or communication hereunder or with respect hereto shall be in writing and, if to you, mailed by first class mail, postage prepaid, or delivered to you, addressed as this Agreement is addressed, or, if to the Company, mailed by first class mail, postage prepaid, or delivered to the Company, at its office at One MetLife Plaza, Long Island City, New York 11101, Attention: Treasurer, or addressed to either party at any other address in the United States of America that such party may hereafter designate by written notice to the other party. Any notice so addressed and mailed by registered or certified mail shall be deemed to be given three business days after being so mailed.

Section 8.2. Law Governing. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

Section 8.4. Amendments. This Agreement may not be amended except with the written consent of both parties hereto.

If the foregoing is satisfactory to you, please sign the form of acceptance on the enclosed counterpart of this letter and forward the same to the Company, whereupon this letter will become a binding agreement between you and the Company.

Very truly yours,

EQUITY INTERMEDIARY COMPANY

By: /S/ JOSEPH A. REALI

Joseph A. Reali
President

The foregoing Agreement is hereby accepted as of the date first above written.

METLIFE, INC.

By: /S/ ANTHONY J. WILLIAMSON

Anthony J. Williamson
Senior Vice-President and Treasurer

AMENDMENT OF ARTICLES
OF INCORPORATION AND
CERTIFICATE OF DESIGNATION

OF

SERIES A CUMULATIVE PREFERRED STOCK

OF

EQUITY INTERMEDIARY COMPANY

Pursuant to the provisions of The General and Business Corporation Law of the State of Missouri, the undersigned corporation certifies the following:

We, Anthony J. Williamson and James D. Gaughan, the Vice President and Treasurer, and Secretary, respectively, of Equity Intermediary Company (the "Corporation"), a corporation organized and existing under The General Business and Corporation Law of the State of Missouri, in accordance with the provisions of Section 351.180 thereof, do hereby certify:

1. The present name of the Corporation is Equity Intermediary Company. The name under which it was originally organized was Equity Intermediary Company.
2. On December 10, 2003 the Board of Directors, acting pursuant to powers granted to it by the Corporation's By-Laws, exercised the power expressly given to the Board under the Corporation's Articles of Incorporation, to provide for the issuance of a series of Preferred Stock to be designated "Series A Cumulative Preferred Stock".

The resolutions governing the Series A Cumulative Preferred Stock are set forth below and should be considered an amendment to Article III of the Articles of Incorporation of the Corporation.

"RESOLVED, that pursuant to the authority granted to the Board of Directors in the Articles of Incorporation of the Corporation, as amended, the Board hereby establishes and authorizes to be issued 110,000 shares of Preferred Stock, Series A, \$1,000 par value per share, having the designation, powers, preferences and relative participating, optional and other special rights, and the qualifications, limitations and restrictions set forth as follows:

1. Designation.

The designation of such series of Preferred Stock is Series A Cumulative Preferred Stock. The number of shares of Series A Cumulative Preferred Stock is 125,000 and the par value per share is \$1,000. All shares of Series A Cumulative Preferred Stock shall be identical and shall be equal in all respects to every other share of Series A Cumulative Preferred Stock.

2. Dividends.

(a) Dividend Rate

The dividend rate on shares of Series A Cumulative Preferred Stock shall be the Applicable Rate times the Liquidation Preference (as defined below) of such shares.

(b) Cash Dividends

The holders of Series A Cumulative Preferred Stock shall be entitled to receive cash dividends out of any legally available funds therefor, when and as declared by the Board of Directors, as provided for below. Dividends shall accumulate, whether or not declared by the Board of Directors.

(c) Dividend Payment Dates

Dividends on the outstanding Series A Cumulative Preferred Stock shall be payable quarterly in arrears on the 15th day of each March, June, September, and December (each such date a "Dividend Payment Date"), respectively, commencing on March 15, 2004. Each such dividend shall be paid to those holders of record of such Preferred Stock as they appear on the stock register of the Corporation on the date 15 days prior to the Dividend Payment Date. Dividend arrearages for any past dividend periods may be declared and paid at any time, without reference to any Dividend Payment Date, to holders of record on such date that may be fixed by the Board of Directors of the Corporation, which date shall not be more than forty-five (45) days before the Dividend Payment Date. Dividends payable for any partial or full quarterly period shall be computed on the actual number of days elapsed, based on a 360-day year.

(d) Cumulative Dividends

Dividends on the Series A Cumulative Preferred Stock shall be cumulative from the date such Preferred Stock is initially issued. If the full amount of the dividends, including all accumulated and unpaid dividends payable upon any

Dividend Payment Date, is not paid on such date, the cumulative amount of all unpaid dividends shall be payable on the next quarterly Dividend Payment Date. No interest shall be payable in respect of any dividend payment that may be in arrears.

(e) Dividend Preference

The Series A Cumulative Preferred Stock shall, with respect to dividend payments, rank senior to the Corporation's Common Stock, \$1.00 par value per share (the "Common Stock"), and to all other Junior Stock.

So long as any of the Series A Cumulative Preferred Stock is outstanding, the Corporation will not declare, make or pay any Junior Stock Payment unless all dividends on the Series A Cumulative Preferred Stock for all past quarterly dividend periods shall have been paid or declared and a sum sufficient for the payment thereof shall have been set aside by the Corporation separate and apart from its other funds in trust and the full dividend thereon for the then current quarterly dividend period shall have been declared and paid or so set aside in trust.

No dividend shall at any time be paid or declared on the shares of any class or series of Parity Stock, if such Parity Stock bears cumulative dividends payable semiannually or quarterly on the same dates as the dividends are payable on the Series A Cumulative Preferred Stock, unless dividends shall simultaneously be paid or declared pro rata, as nearly as practicable, according to the amounts of the dividends at the time accumulated and unpaid on the shares of the Series A Cumulative Preferred Stock and on the shares of each such class or series of Parity Stock. If at any time arrearages exist in the payment in full of accumulated dividends payable on the shares of the Series A Cumulative Preferred Stock, no dividend shall be paid or declared on the shares of any class or series of Parity Stock which bears cumulative dividends payable otherwise than semiannually or quarterly on the same dates as the quarterly dividends are payable on the Series A Cumulative Preferred Stock, unless dividends shall simultaneously be paid or declared on the shares of the Series A Cumulative Preferred Stock and on each such class or series of Parity Stock, pro rata, as nearly as practicable, according to the amounts of the dividends at the time in arrears in respect of the Series A Cumulative Preferred Stock and the dividends at the time accumulated and unpaid on such class or series of Parity Stock.

3. Voting Rights.

(a) No Voting Rights

The holders of the shares of the Series A Cumulative Preferred Stock shall not, except as otherwise required by law or as set forth herein, have any right or power to vote on any question or in any proceeding, or to be represented at, or to receive notice of, any meeting of stockholders.

(b) Voting Shift

If, however, and whenever, at any time or times (i) the dividends payable on the Series A Cumulative Preferred Stock shall be in arrears in an aggregate amount equal to or greater than the aggregate amount of dividends accumulated thereon during the two most recent quarterly dividend periods, or (ii) the outstanding shares of any one or more other series of Preferred Stock upon which like voting rights may be conferred, by reason of dividend payments or sinking fund requirements (including final redemption requirements for the shares of such series) being in arrears, shall then have the right to elect directors of the Corporation, then, the holders of the outstanding Series A Cumulative Preferred Stock shall have the right, voting as a separate class together with the holders of all other series of Preferred Stock outstanding having like voting rights, to elect two additional directors to the Board of Directors of the Corporation. Such additional directors shall be entitled to serve on the Board of Directors until all accumulated and unpaid dividends have been paid on the Series A Cumulative Preferred Stock or the outstanding shares of such other series of Preferred Stock shall cease to have such like voting rights, as the case may be (any of such periods called the "Class Voting Period"), subject to revesting in the event of each and every subsequent default of the character and at the time mentioned above. The Board of Directors of the Corporation shall as expeditiously as reasonably practicable, but in any event within 30 days after such voting power shall be vested in the Series A Cumulative Preferred Stock, take all actions necessary to effect the election of the additional two directors by the holders of such Series A Cumulative Preferred Stock and any other series of Preferred Stock having like voting rights, including, without limitation, taking such actions as may be necessary to expand the number of directors comprising the Board of Directors and calling a special meeting of the holders of such Series A Cumulative Preferred Stock and any other series of Preferred Stock having like voting rights for the purpose of electing such directors. Upon the expiration of any Class Voting Period, the term of office of any director elected by the holders of such Series A Cumulative Preferred Stock and any other series of Preferred Stock having like voting rights shall terminate and the number of directors comprising the Board of Directors of the Corporation shall, without further action, be reduced by two.

Any director who shall have been elected by holders of the Series A Cumulative Preferred Stock and any other series of Preferred Stock having like voting rights may be removed at any time during a Class Voting Period, with or without cause, only by the vote of the holders of a majority of the outstanding shares of such Series A Cumulative Preferred Stock and other series of Preferred Stock, if any,

and any vacancy thereby created may be filled during such Class Voting Period only by such holders.

On any matters on which the holders of the Series A Cumulative Preferred Stock shall be entitled to vote, they shall be entitled to one vote for each share held.

4. Redemption Provisions.

The Corporation may redeem, at its option, all or any portion of the outstanding Series A Cumulative Preferred Stock at any time or from time to time (to the extent that any such redemption shall not violate applicable provisions of the laws of the State of Missouri) at a price equal to the par value per share, plus any amount equal to accumulated and unpaid dividends thereon. The Series A Cumulative Preferred Stock is not subject to redemption except as provided herein.

5. Amendments.

So long as any of the Series A Cumulative Preferred Stock is outstanding, the Corporation, without the consent of all of the holders of the outstanding shares of such series of Preferred Stock, will not:

- (i) authorize the creation of any class or series of Prior Stock, or increase the authorized amount of any class or series of Prior Stock theretofore authorized, or
- (ii) authorize the creation of any class or series of Parity Stock, or increase the authorized amount of any class or series of Parity Stock theretofore authorized, or
- (iii) alter or change the powers, preferences or special rights of the shares of the Series A Cumulative Preferred Stock.

6. Liquidation Rights.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of the Series A Cumulative Preferred Stock shall be entitled to receive out of the assets of the Corporation available for distribution to its stockholders, whether such assets are capital or surplus, an amount in cash equal to \$1,000 per share (the "Liquidation Preference"), together with any accumulated and unpaid dividends to the date fixed for liquidation, dissolution or winding up, whether or not declared, before any distribution is made on any Junior Stock, including the Common Stock. If the assets of the Corporation shall be insufficient to permit the payment of the Liquidation Preference in full, then said assets shall be distributed ratably among the holders of the Series A Cumulative Preferred Stock and any Parity Stock in proportion to the amounts which would be payable on such liquidation, dissolution or winding up if the Liquidation Preference amount was paid in full. For the purposes of this paragraph 6 neither a consolidation or merger of the Corporation with or into any other corporation, nor a

merger of any other corporation into the Corporation, nor the purchase or redemption of all or any part of the outstanding shares of any class or classes of stock of the Corporation, nor the sale or transfer of the property and business of the Corporation as or substantially as an entirety, shall be construed to be a dissolution or liquidation of the Corporation.

7. Affiliated Transactions.

The Corporation will not permit any Subsidiary at any time to purchase any shares of the Series A Cumulative Preferred Stock, and will not itself at any time purchase any outstanding shares of such series, except pursuant to an offer to purchase made on a comparable basis to all the holders of all the outstanding shares of the Series A Cumulative Preferred Stock.

8. Definitions.

For the purposes hereof, the following terms shall have the following respective meanings:

Applicable Rate - 7%.

Business Day - - shall mean any day on which banks are required to be open to carry on their normal business in the State of New York.

Dividend Payment Date -- shall have the meaning set forth in paragraph 2(c) hereof.

Junior Stock -- the Common Stock of the Corporation and any other class of stock of the Corporation hereafter authorized over which the Series A Cumulative Preferred Stock has preference or priority in the payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of the Corporation.

Junior Stock Payment --

(a) any dividend (other than a dividend payable in stock ranking junior to the Series A Cumulative Preferred Stock both as to the payment of dividends and the distribution of assets on any liquidation, dissolution or winding up of the Corporation) on any class of Junior Stock; or

(b) any redemption, purchase or the acquisition for value, or setting apart money for any sinking or other analogous fund for the redemption or purchase, of any shares of any class of Junior Stock, or any other distribution made in respect of any class of Junior Stock, either directly or indirectly.

Parity Stock -- any stock of the Corporation ranking as to payment of dividends and distribution of assets on any liquidation, dissolution or winding up of the Corporation on a parity with the Series A Cumulative Preferred Stock.

Prior Stock -- any stock of the Corporation ranking prior to the Series A Cumulative Preferred Stock as to the payment of dividends or distribution of assets on any liquidation, dissolution or winding up of the Corporation.

Subsidiary -- any corporation of which a majority of the Voting Securities is at the time directly or indirectly owned or controlled by the Corporation.

Voting Securities of any corporation -- the outstanding stock of such corporation having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation, irrespective of whether or not stock of any other class or classes of such corporation shall have or might have voting power by reason of the occurrence of any contingency."

IN WITNESS WHEREOF, said Equity Intermediary Company has caused this certificate to be signed by its President, and by its Secretary, this 10th day of December, 2003.

EQUITY INTERMEDIARY COMPANY

By: /s/ ANTHONY J. WILLIAMSON

Anthony J. Williamson
Vice President and Treasurer

By: /S/ JAMES D. GAUGHAN

James D. Gaughan
Secretary

STATE OF NEW YORK
COUNTY OF QUEENS

Anthony J. Williamson, being duly sworn, upon oath states that he is the Vice President and Treasurer of Equity Intermediary Company, a corporation organized and existing under the Laws of the State of Missouri, and that the facts set forth in the foregoing certificate are true.

/S/ANTHONY J. WILLIAMSON

Vice President and Treasurer

Subscribed and Sworn to before me this 10th day of December, 2003.

My Commission Expires: 03/1/07

/S/ BRENDA CHIARELLO

NOTARY PUBLIC