

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 11)*

REINSURANCE GROUP OF AMERICA, INCORPORATED
(NAME OF ISSUER)

COMMON STOCK, PAR VALUE \$0.01 PER SHARE

(TITLE OF CLASS OF SECURITIES)

759351109

(CUSIP NUMBER)

GWENN L. CARR
METLIFE, INC.
1 METLIFE PLAZA
27-01 QUEENS PLAZA NORTH
LONG ISLAND CITY, NEW YORK 11101
(212) 578-2211

(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON
AUTHORIZED TO RECEIVE NOTICES AND COMMUNICATIONS)

JANUARY 31, 2005

(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. []

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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.
13-407581
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
(See Instructions) (b)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS (See Instructions)
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
- | | | |
|---|----|--|
| 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 |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
32,243,539
- 12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
51.7%*
- 14 TYPE OF REPORTING PERSON (See Instructions)
HC

* This percentage is based upon the number of Shares issued and outstanding as of October 31, 2004, as described in RGA's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2004.

- 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)
(See Instructions) (b)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS (See Instructions)
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 |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
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- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
51.7%*
- 14 TYPE OF REPORTING PERSON (See Instructions)
IC

* This percentage is based upon the number of Shares issued and outstanding as of October 31, 2004, as described in RGA's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2004.

- 1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)
GenAmerica Financial, LLC
43-1779470
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
(See Instructions) (b)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS (See Instructions)
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
- | | | |
|---|----|--|
| 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 |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
32,243,539
- 12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
51.7%*
- 14 TYPE OF REPORTING PERSON (See Instructions)
HC, CO

* This percentage is based upon the number of Shares issued and outstanding as of October 31, 2004, as described in RGA's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2004.

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 (See (a) []
 Instructions) (b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)
 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

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
 32,243,539

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
 CERTAIN SHARES (See Instructions) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 51.7%*

14 TYPE OF REPORTING PERSON (See Instructions)
 IC

* This percentage is based upon the number of Shares issued and outstanding as of October 31, 2004, as described in RGA's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2004.

This Statement amends the Schedule 13D Statement, as amended, of (i) MetLife, Inc. ("MLINC"), (ii) Metropolitan Life Insurance Company, a wholly owned subsidiary of MLINC ("MetLife"), (iii) GenAmerica Financial Corporation, a wholly owned subsidiary of MetLife ("GenAmerica"), (iv) General American Life Insurance Company, a wholly owned subsidiary of GenAmerica ("GenAm Life"), and (v) Equity Intermediary Company, a wholly owned subsidiary of GenAm Life ("EIM"), in respect of shares of common stock, par value \$0.01 per share ("Shares"), of Reinsurance Group of America, Incorporated, a Missouri corporation ("RGA"), as follows:

ITEM 2. IDENTITY AND BACKGROUND

Item 2 is hereby amended and restated as follows:

"(a) through (c) and (f). This statement is filed on behalf of (i) MLINC, (ii) MetLife, (iii) GenAmerica Financial, LLC, a subsidiary of MetLife ("GenAm Financial") and (iv) GenAm Life (collectively, the "Filing Parties"). MLINC, a Delaware corporation with its principal office and business at 200 Park Avenue, New York, New York 10166-0188, is not controlled by any person or persons and is a holding company which owns all of the outstanding shares of common stock of MetLife. MetLife, a New York life insurance company, has its principal office and business at 200 Park Avenue, New York, New York 10166-0188. GenAm Financial is a holding company and GenAm Life is an insurance company. GenAm Financial is a Delaware limited liability company with its principal office and business at One MetLife Plaza, 27-01 Queens Plaza North, Long Island City, New York 11101. GenAm Life is a Missouri corporation with its principal office and business at 13045 Tesson Ferry Road, St. Louis, Missouri 63128.

Set forth on Exhibit 1 to this Statement, and incorporated herein by reference, is the name, residence or business address, present principal occupation or employment (and the name, principal business and address of any corporation or other organization in which such employment is conducted) and citizenship of each director and executive officer of the Filing Parties.

(d) During the last five years, none of the Filing Parties nor, to the best knowledge of the Filing Parties, any of their respective executive officers or directors has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Filing Parties nor, to the best knowledge of the Filing Parties, any of their respective executive officers or directors has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws."

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 is hereby amended by replacing the last paragraph with the following:

"On December 14, 2004, EIM and GenAm Life entered into an agreement and plan of complete liquidation (the "Plan of Liquidation") pursuant to which EIM was to be dissolved to reduce administrative expenses. In accordance with the Plan of Liquidation, all of the assets and liabilities of EIM (including, on December 22, 2004, 32,243,539 Shares) were transferred to GenAm Life in a liquidating distribution. EIM was dissolved pursuant to the Plan of Liquidation effective December 27, 2004.

In addition, GenAmerica and GenAm Financial entered into a merger agreement, dated as of December 22, 2004, pursuant to which GenAmerica merged with and into GenAm Financial (the "Merger Agreement"), with GenAm Financial as the surviving entity."

ITEM 4. PURPOSE OF TRANSACTION

Item 4 is hereby amended by adding the following to the end of the third paragraph:

"At a meeting of the RGA Board of Directors held on July 23, 2004, Mr. Launer was elected as Chairman of the Board of RGA, succeeding Stewart G. Nagler who retired from RGA's Board, as well as from MLINC."

Item 4 is hereby further amended by replacing the last paragraph thereof with the following:

"As previously disclosed, the Filing Parties continuously evaluate RGA's businesses and prospects, alternative investment opportunities and other factors deemed relevant in determining whether additional Shares will be acquired by any of the Filing Parties or whether any of the Filing Parties will dispose of Shares. At any time, depending on market conditions, the trading prices for Shares, the actions taken by the board of directors of RGA, alternative investment opportunities and the outlook for RGA, one or more of the Filing Parties may acquire additional Shares or may dispose of some or all of the Shares beneficially owned by such Filing Party, in either case in the open market, in privately negotiated transactions or otherwise. In this connection, MLINC publicly announced on January 31, 2005 that, in connection with an unrelated acquisition, it would consider financing that acquisition in part with the proceeds of selected asset sales. Among the assets which MLINC is considering for sale are some or all of the Shares beneficially owned by the Filing Parties. Any such sale will depend on, among other things, the factors noted above, and there can be no assurance that any such transaction will or will not take place, as to the timing or pricing of any such transaction, nor as to whether or not any such transaction would afford other holders of Shares an opportunity to participate in the transaction or as to the terms of any such participation.

As previously disclosed, except as otherwise disclosed in this Item 4, none of the Filing Parties currently has any agreements, beneficially or otherwise, which would be related to or would result in any of the matters described in Items 4(a)-(j) of Schedule 13D; however, as part of the ongoing evaluation of this investment and investment alternatives, including in connection with the possible asset sales referred to in the prior paragraph, the Filing Parties may consider such matters and, subject to applicable law, may formulate a plan with respect to such matters, and, from time to time, may hold discussions with or make formal proposals to management or the Board of Directors of RGA, or other third parties regarding such matters."

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 is hereby amended by amending and restating Item 5(a) and (b) as follows:

"(a) and (b). As of February 8, 2005, each of the Filing Parties beneficially owned 32,243,539 Shares, or approximately 51.7 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.

The following information in this paragraph is to the best knowledge of the Filing Parties. As of February 10, 2005, A. Greig Woodring, President and Chief Executive Officer and Director of RGA and Executive Vice President of GenAm Life, beneficially owned 44,117 Shares and had sole voting and dispositive power with respect to such Shares. Mr. Woodring also has the right to acquire beneficial ownership of 272,369 shares through the exercise of options that are currently vested or will vest within 60 days after February 1, 2005.

The Share ownership described in the above paragraph does not represent beneficial ownership of more than 1% of the outstanding Shares.

The percentage amounts set forth in this Item 5 are based upon the number of shares issued and outstanding as of October 31, 2004, as described in RGA's quarterly report on Form 10-Q for the quarter ended September 30, 2004."

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

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

"On December 14, 2004, EIM and GenAm Life entered into the Plan of Liquidation pursuant to which EIM was to be dissolved to reduce administrative expenses. In accordance with the Plan of Liquidation, all of the assets and liabilities of EIM, including 32,243,539 Shares, were transferred to GenAm Life in a liquidating distribution. EIM was dissolved pursuant to the Plan of Liquidation effective December 27, 2004.

In addition, GenAmerica and GenAm Financial entered into a merger agreement, dated as of December 22, 2004, pursuant to which GenAmerica merged with and into GenAm Financial, with GenAm Financial as the surviving entity.

The descriptions of the Plan of Liquidation and the merger agreement set forth in this Statement are qualified in their entirety by reference to such documents, included as Exhibits 13 and 14, respectively, which are incorporated herein in their entirety by reference. See also Item 3 above.

As President and Chief Executive Officer of RGA, A. Greig Woodring, Executive Vice President of GenAm Life, participates in RGA's Flexible Stock Plan, which provides for the award of various types of benefits, including stock options, stock appreciation rights, restricted stock, performance shares, and other stock based awards, as well as cash awards. The description of the Flexible Stock Plan, as amended, set forth in this Statement is qualified in its entirety by reference to such Plan and amendments, included as Exhibits 15, 16, 17 and 18 to this Statement, each of which is incorporated herein in its entirety by reference. Awards under the RGA Flexible Stock Plan may be made pursuant to the RGA Flexible Stock Plan Non-Qualified Stock Option Agreement and the RGA Flexible Stock Plan Performance Contingent Restricted Stock Agreement, forms of which are included as Exhibits 20 and 21, respectively, to this Statement, each of which is incorporated herein in its entirety by reference. The terms of a restricted stock award made to Mr. Woodring pursuant to the RGA Flexible Stock Plan is also included as Exhibit 19 to this Statement and is incorporated herein in its entirety by reference."

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 is hereby amended by amending and supplementing the exhibits as follows:

Exhibit No.	Description
-----	-----
1	Directors and Executive Officers of Filing Parties
9	Agreement Required for Joint Filing under Rule 13d-1(k)(1)
13	Agreement and Plan of Complete Liquidation, dated as of December 14, 2004, between General American Life Insurance Company and Equity Intermediary Company

- 14 Agreement and Plan of Merger, dated as of December 22, 2004, by and between GenAmerica Financial, LLC and GenAmerica Financial Corporation
- 15 Reinsurance Group of America, Incorporated Flexible Stock Plan, as amended and restated effective July 1, 1998 (Incorporated by reference to Exhibit 10.12 to RGA's Annual Report on Form 10-K for the year ended December 31, 2003 (the "2003 RGA 10-K"))
- 16 Amendment, effective as of May 24, 2000 to the RGA Flexible Stock Plan, as amended and restated July 1, 1998 (Incorporated by reference to Exhibit 10.13 to the 2003 RGA 10-K)
- 17 Second Amendment, effective as of May 28, 2003 to the RGA Flexible Stock Plan, as amended and restated July

1, 1998 (Incorporated by reference to Exhibit 10.14 to the 2003 RGA 10-K)

18 Third Amendment, effective as of May 26, 2004 to the RGA Flexible Stock Plan, as amended and restated July 1, 1998 (Incorporated by reference to Exhibit 10.1 to RGA's Quarterly Report on Form 10-Q for the quarter ended June 30, 2004)

19 Restricted Stock Award to A. Greig Woodring dated January 28, 1998 (Incorporated by reference to Exhibit 10.27 to RGA's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998)

20 Form of RGA Flexible Stock Plan Non-Qualified Stock Option Agreement (Incorporated by reference to Exhibit 10.1 to RGA's Current Report on Form 8-K dated September 10, 2004 (the "RGA 8-K"))

21 Form of RGA Flexible Stock Plan Performance Contingent Restricted Stock Agreement (Incorporated by reference to Exhibit 10.2 to the RGA 8-K)

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

February 11, 2005

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, LLC

By: Metropolitan Life Insurance Company,
its Manager

By: /s/ Anthony J. Williamson

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

GENERAL AMERICAN LIFE INSURANCE COMPANY

By: /s/ Anthony J. Williamson

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

EXHIBIT 1

DIRECTORS AND EXECUTIVE OFFICERS OF THE FILING PARTIES

Set forth below is the name and present principal occupation or employment of each director and executive officer of MLINC and MetLife. MLINC is a holding company and MetLife is an insurance company. The principal business address of MLINC and MetLife is 200 Park Avenue, New York, NY 10166-0188. Unless otherwise noted, the business address for each of the directors and executive officers is c/o MetLife, Inc. Each person listed below is a citizen of the United States.

DIRECTORS

Name And Business Address	Principal Occupation or Employment
-----	-----
Curtis H. Barnette Skadden, Arps, Slate, Meagher & Flom LLP 1440 New York Avenue, N.W. Washington, D.C. 20005-2111	Of Counsel, Skadden, Arps, Slate, Meagher & Flom LLP (law firm)
Robert H. Benmosche	Chairman of the Board and Chief Executive Officer, MLINC and MetLife
Burton A. Dole, Jr.	Retired Partner and Chief Executive Officer, Medsouth Therapies, LLC (rehabilitative health care)
Cheryl W. Grise P.O. Box 270 Hartford, Connecticut 06141-0270	President, Utility Group for Northeast Utilities (public utility holding company)
James R. Houghton Corning Incorporated One Riverfront Plaza MP HQ E2-6 Corning, New York 14831	Chairman and Chief Executive Officer, Corning Incorporated (telecommunications technology)
Harry P. Kamen	Retired Chairman of the Board and Chief Executive Officer, MetLife
Helene L. Kaplan Skadden, Arps, Slate, Meagher & Flom LLP Four Times Square, 44th Floor New York, New York 10036	Of Counsel, Skadden, Arps, Slate, Meagher & Flom LLP (law firm)
John M. Keane	Retired General, Vice Chief of Staff and Chief Operating Officer, U.S. Army

Name And Business Address -----	Principal Occupation or Employment -----
James M. Kilts The Gillette Company Prudential Tower Building - 48th Floor Boston, Massachusetts 02199	Chairman and Chief Executive Officer, Gillette Company
Charles M. Leighton P.O. Box 1260 15 Maritime Drive Portsmouth, Rhode Island 02871	Executive Director, U.S. Sailing
Sylvia M. Matthews The Bill and Melinda Gates Foundation 1551 Eastlake Avenue East Seattle, Washington 98102	Chief Operating Officer and Executive Director of the Bill and Melinda Gates Foundation
Hugh B. Price DLA Piper Rudnick Gray Cary US LLP 1251 Avenue of the Americas New York, New York 10020-1104	Senior Advisor to DLA Piper Rudnick Gray Cary US LLP (law firm)
Kenton J. Sicchitano	Retired Global Managing Partner, PricewaterhouseCoopers LLP (assurance, tax and advisory services)
William G. Steere, Jr. Pfizer Inc. 235 East 42nd Street, 22nd Floor New York, New York 10017	Retired Chairman of the Board and Chief Executive Officer, Pfizer, Inc. (pharmaceutical company)

EXECUTIVE OFFICERS
(WHO ARE NOT DIRECTORS)

Name - - - - -	Principal Occupation or Employment -----
C. Robert Henrikson	President and Chief Operating Officer, MLINC and MetLife
Leland J. Launer, Jr.	Executive Vice President and Chief Investment Officer, MLINC and MetLife; Chairman of the Board, RGA
James L. Lipscomb	Executive Vice President and General Counsel, MLINC and MetLife
Catherine A. Rein	Senior Executive Vice President and Chief Administrative Officer, MLINC and MetLife
William J. Toppeta	President, International, MLINC and MetLife
Lisa M. Weber	President, Individual Business, MLINC and MetLife
William J. Wheeler	Executive Vice President and Chief Financial Officer

GenAm Financial is a holding company. The principal business address of GenAm Financial is One MetLife Plaza, 27-01 Queens Plaza North, Long Island City, New York 11101. GenAm Financial is a limited liability company with MetLife serving as its Manager. The directors and executive officers of MetLife are listed above.

Set forth below is the name and present principal occupation or employment of each director and executive officer of GenAm Life. GenAm Life is an insurance company. The principal business address of GenAm Life is 13045 Tesson Ferry Road, St. Louis, Missouri 63128. Unless otherwise noted, the business address for each of the directors and executive officers is c/o MetLife, Inc. Each person listed below is a citizen of the United States.

Name And Business Address -----	Principal Occupation or Employment -----
Michael K. Farrell 10 Park Avenue Morristown, New Jersey 07962	Senior Vice President, MLINC and MetLife; Director, GenAm Life
James L. Lipscomb	Executive Vice President and General Counsel, MLINC and MetLife; Director, GenAm Life
Eileen C. McDonnell 1 Financial Center Boston, Massachusetts 02111	Senior Vice President, MLINC and MetLife; Director, GenAm Life
Hugh C. McHaffie 501 Boylston Street Boston, Massachusetts 02116	Senior Vice President, MLINC and MetLife; Director, GenAm Life
Catherine A. Rein	Senior Executive Vice President and Chief Administrative Officer, MLINC and MetLife; Director, GenAm Life
Stanley J. Talbi	Senior Vice President, MLINC and MetLife; Director, GenAm Life
Lisa M. Weber	President, Individual Business, MLINC and MetLife; Chairman of the Board, President, Chief Executive Officer and Director, GenAm Life; Director, RGA
William J. Wheeler	Executive Vice President and Chief Financial Officer, MLINC and MetLife; Director, GenAm Life
Anthony J. Williamson	Senior Vice President and Treasurer, MLINC, MetLife and GenAm Life; Director, GenAm Life
A. Greig Woodring 1370 Timberlake Manor Parkway Chesterfield, Missouri 63017	President and Chief Executive Officer, Director, RGA; Executive Vice President, GenAm Life

Name And Business Address

Principal Occupation or Employment

Joseph J. Prochaska, Jr.

Senior Vice President and Chief Accounting
Officer, MLINC, MetLife and GenAm Life

James P. Bossert
10 Park Avenue
Morristown, New Jersey 07962

Vice President, MLINC and MetLife; Chief
Financial Officer, MetLife Investors; Vice
President and Chief Financial Officer, GenAm Life

JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1)(iii) promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned agrees that the Statement on Amendment No. 11 to Schedule 13D, to which this exhibit is attached, is filed on his or her behalf.

Dated: February 11, 2005

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, LLC

By: Metropolitan Life Insurance Company,
its Manager

By: /s/ Anthony J. Williamson

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

GENERAL AMERICAN LIFE INSURANCE COMPANY

By: /s/ Anthony J. Williamson

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

AGREEMENT AND PLAN OF COMPLETE LIQUIDATION

This Agreement and Plan of Complete Liquidation, dated as of December 14, 2004, between General American Life Insurance Company, a Missouri life insurance company (hereinafter referred to as "GALIC"), and Equity Intermediary Company, a Missouri corporation (hereinafter referred to as "EIC").

W I T N E S S E T H:

WHEREAS, the Board of Directors of EIC has authorized the dissolution and complete liquidation of EIC in order to reduce administrative expenses;

WHEREAS, GALIC, the owner of 100 percent of the capital stock of EIC issued, outstanding stock and entitled to vote on the matters that are the subject of this Agreement and Plan of Complete Liquidation (consisting of 100 shares of Common Stock, having a par value of \$1.00 per share,) is agreeable to the dissolution and complete liquidation of EIC; and

WHEREAS, the fair market value of the assets of EIC exceeds the liabilities of EIC on the date hereof and is expected to exceed such liabilities on the date of any distribution.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Subject to compliance with any applicable regulatory requirements, GALIC hereby consents to the dissolution and complete liquidation of EIC in accordance with the provisions of Section 351.464 of the General Business and Corporation Law of the State of Missouri.
2. GALIC shall surrender to EIC for cancellation and retirement certificates representing all the issued and outstanding stock of EIC currently held by GALIC.
3. EIC, in full and complete liquidation, shall transfer to GALIC as liquidating distributions on or prior to December 31, 2004, those assets listed in Schedule A hereto, which assets constitute all or substantially all of the assets of EIC.
4. Upon the transfer to GALIC of the assets listed in Schedule A, GALIC shall be deemed to have assumed, without any further action on its part, and shall thereafter be liable for, all the liabilities and obligations of EIC (including, but not limited to, tax liabilities).

5. EIC shall execute, acknowledge and file a Certificate of Dissolution for EIC with the Secretary of State of the State of Missouri in compliance with Section 351.468 of the General Business and Corporation Law of the State of Missouri.
6. GALIC and EIC shall execute and deliver any documents or certificates, and take such further actions, as may be required or appropriate to effectuate the dissolution and complete liquidation of EIC and to carry out the intent and purposes of this Agreement and Plan.

This Agreement and Plan constitutes the complete understanding of the parties and may not be amended except by a written amendment jointly executed.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Complete Liquidation at New York, New York, as of the date first above written.

GENERAL AMERICAN LIFE INSURANCE COMPANY

By: /s/ Anthony J. Williamson

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

EQUITY INTERMEDIARY COMPANY

By: /s/ Anthony J. Williamson

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

=====

AGREEMENT AND PLAN OF MERGER

by and between

GENAMERICA FINANCIAL, LLC,

and

GENAMERICA FINANCIAL CORPORATION

Dated as of December 22, 2004

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This Agreement and Plan of Merger (this "Agreement"), dated as of December 22, 2004, is by and between GenAmerica Financial, LLC, a Delaware limited liability company (the "LLC"), and GenAmerica Financial Corporation, a Missouri corporation ("GenAmerica"),

W I T N E S S E T H:

WHEREAS, GenAmerica has authorized capital stock consisting of 25,000 shares of common stock, no par value, and 5,000 shares of preferred stock, no par value, of which 1,000 shares of common stock are issued and outstanding;

WHEREAS, the LLC and GenAmerica desire that GenAmerica merge with and into the LLC and that the LLC continue as the surviving entity of such merger, upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Missouri and the State of Delaware; and

WHEREAS, the sole Member of the LLC and the Board of Directors of GenAmerica have determined that the Merger described herein is advisable and fair and in the best interests the parties' respective equity holders;

NOW, THEREFORE, in consideration of the promises and contributions described herein, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE 1
Merger

SECTION 1.1. Merger. Subject to the terms and conditions of this Agreement, GenAmerica shall be merged (the "Merger") with and into the LLC in accordance with the General Business Corporations Law of the State of Missouri (the "MO GBCL") and the Delaware Limited Liability Act (the "DE LLCA"), the separate existence of GenAmerica shall cease and the LLC shall be the surviving entity (the "Surviving Entity") and continue its existence under the laws of the State of Delaware. The Surviving Entity shall succeed, insofar as permitted by law, to all the rights, assets, liabilities and obligations of the LLC.

SECTION 1.2. Effective Time of the Merger. The Merger shall become effective at such date and time (the "Effective Time of the Merger") as is the later of the date and time at which an appropriate certificate of merger is filed by the Secretary of State of the State of Missouri in the office of the Secretary of State in accordance with the MO GBCL and the date and time at which an appropriate certificate of merger is filed with the Secretary of State of the State of Delaware in accordance with the DE LLCA, or at such later time as GenAmerica and LLC may agree upon and as may be set forth in the respective certificates of merger.

SECTION 1.3. Further Assurances. From time to time, as and when required by the LLC or by its successors or assigns, there shall be executed and delivered on behalf of GenAmerica such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority

of GenAmerica, and otherwise to carry out the purpose of this Agreement, and the officers and directors of the Surviving Entity are fully authorized in the name and on behalf of GenAmerica or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE 2

Name; Limited Liability Company Agreement;
Manager of the Surviving Entity

SECTION 2.1. Name of Surviving Entity. The name of the Surviving Entity shall be "GenAmerica Financial, LLC."

SECTION 2.2. Limited Liability Company Agreement. The Limited Liability Company Agreement of the LLC (the "LLC Agreement") in effect immediately prior to the Effective Time of the Merger shall be the LLC Agreement of the Surviving Entity after the Effective Time of the Merger and the LLC Agreement shall continue in full force and effect until amended and changed thereafter as prescribed by the provisions of the DE LLCA.

SECTION 2.3. Manager of LLC. The Manager (as defined in the LLC Agreement) of the LLC at the Effective Time of the Merger shall continue to be the Manager of the Surviving Entity after the Effective Time of the Merger until resignation or removal in accordance with the terms of the LLC Agreement.

ARTICLE 3

Cancellation of Stock

SECTION 3.1. Cancellation of Stock. At the Effective Time of the Merger, each share of common stock of GenAmerica issued and outstanding immediately prior to the Effective Time of the Merger shall be cancelled without any consideration being issued or paid therefor. The interest of the Member of the LLC shall not be changed or transferred in any manner as a result of the Merger.

ARTICLE 4

Tax Matters

SECTION 4.1. Tax Matters. The Merger is intended to qualify as a liquidation within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended (the "Code"). This Agreement is intended to constitute a "Plan of Liquidation" within the meaning of the regulations promulgated under Section 332 of the Code. No party shall take any action which is inconsistent with such intent.

ARTICLE 5

Conditions

SECTION 5.1. Conditions. Consummation of the Merger is subject to the satisfaction at or prior to the Effective Time of the Merger of the following conditions:

- (a) this Agreement and the Merger shall have been adopted and approved by the Board of Directors of GenAmerica in accordance with the laws of the State of Missouri and the Certificate of Incorporation of GenAmerica;
- (b) this Agreement and the Merger shall have been adopted and approved by the Metropolitan Life Insurance Company as the holder of all the outstanding shares of common stock of GenAmerica prior to the Effective Time of the Merger; and
- (c) this Agreement and the Merger shall have been adopted and approved by the Metropolitan Life Insurance Company as the sole Member of the LLC in accordance with the laws of the State of Delaware and the LLC Agreement.

ARTICLE 6
General

SECTION 6.1. Termination and Abandonment. At any time prior to the consummation of the Merger, this Agreement may be terminated and the Merger abandoned by the Board of Directors of GenAmerica or the sole Member of the LLC.

SECTION 6.2. Amendment. This Agreement may be amended at any time prior to the Effective Time of the Merger with the mutual consent of the Board of Directors of GenAmerica and the Member of the LLC; provided, however, that this Agreement may not be amended after it has been adopted by the sole shareholder of GenAmerica in any manner not permitted under applicable law.

SECTION 6.3. Headings. The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

SECTION 6.4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

SECTION 6.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except to the extent the laws of the State of Missouri shall apply to the Merger.

In witness whereof, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, all as of the day and year first above written.

GenAmerica Financial, LLC

By: Metropolitan Life Insurance Company,
its Manager

By: /s/ Anthony J. Williamson

Name: Anthony J. Williamson
Title: Senior Vice President

Attest:

/s/ James D. Gaughan

Name: James D. Gaughan
Title: Assistant Secretary

GenAmerica Financial Corporation

By: /s/ Anthony J. Williamson

Name: Anthony J. Williamson
Title: Senior Vice President

Attest:

/s/ James D. Gaughan

Name: James D. Gaughan
Title: Secretary

Acknowledged & Agreed to,

Metropolitan Life Insurance Company

By: /s/ Anthony J. Williamson

Name: Anthony J. Williamson
Title: Senior Vice President

Attest:

/s/ James D. Gaughan

Name: James D. Gaughan
Title: Assistant Secretary