SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 1)

Reinsurance Group of America, Incorporated

(Name of Issuer)

Common Stock, Par Value $.01 Per Share

(Title of Class of Securities)

759351 10 9

(CUSIP Number)

Dorothy L. Murray
Metropolitan Life Insurance Company
4100 Boy Scout Blvd.
Tampa, FL 33607
(813) 801-2063

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

Copies of all notices should be sent to:

Jonathan L. Freedman, Esq.
Dewey Ballantine LLP
1301 Avenue of the Americas
New York, NY 10019-6092
(212) 259-8000

January 6, 2000

(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 Rule 13d-1(e), 13d-1(f) or 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).

SCHEDULE 13D

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON 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 WC, OO		
5	CHECK BOX 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 4,784,689*	
	8	SHARED VOTING POWER 24,131,250*	
	9	SOLE DISPOSITIVE POWER 4,784,689*	
	10	SHARED DISPOSITIVE POWER 24,131,250*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 28,915,939*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		[ ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 57.9%*		
14	TYPE OF REPORTING PERSON IC		

* See Items 3 and 5 below.

SCHEDULE 13D

CUSIP No. 759351 10 9	Page 3 of 20 Pages

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON GenAmerica 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 BOX 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 0
	8	SHARED VOTING POWER 24,131,250*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 24,131,250*

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,131,250*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[ ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 48.3%*	
14	TYPE OF REPORTING PERSON HC, CO	

* See Items 3 and 5 below.

SCHEDULE 13D

CUSIP No. 759351 10 9

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON 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 BOX 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 0
	8	SHARED VOTING POWER 24,131,250*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 24,131,250*

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,131,250*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[ ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 48.3%*	
14	TYPE OF REPORTING PERSON IC	

* See Items 3 and 5 below.

SCHEDULE 13D

CUSIP No. 759351 10 9

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON 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 BOX 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 0
	8	SHARED VOTING POWER 24,131,250*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 24,131,250*

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,131,250*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[ ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 48.3%*	
14	TYPE OF REPORTING PERSON HC, CO	

* See Items 3 and 5 below.

This Statement relates to the common stock, par value of $.01 per share (the "Shares"), of Reinsurance Group of America, Incorporated, a Missouri corporation ("RGA"). This Statement amends the Schedule 13D Statement of Metropolitan Life Insurance Company in respect of RGA dated December 1, 1999 by amending and restating Items 2 through 7 in their entirety, as follows:

Item 2. Identity and Background.

(a) through (c) and (f). This Statement is filed on behalf of (i) Metropolitan Life Insurance Company ("MetLife"), (ii) GenAmerica Corporation, a wholly owned subsidiary of MetLife ("GenAmerica"), (iii) General American Life Insurance Company, a wholly owned subsidiary of GenAmerica ("GALIC"), and (iv) Equity Intermediary Company, a wholly owned subsidiary of GALIC ("EIM") (MetLife, GenAmerica, GALIC and EIM are referred to herein collectively as the "Filing Parties"). MetLife, a New York life insurance company, has its principal office and business at One Madison Avenue, New York, New York 10010. MetLife is not controlled by any person or persons. GenAmerica and EIM are holding companies and GALIC is an insurance company. GenAmerica, GALIC and EIM are each Missouri corporations with the address of their principal offices and businesses at 700 Market Street, St. Louis, Missouri 63101.

Set forth on Schedule A 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.

On November 23, 1999, using $125,000,000.13 of working capital, MetLife purchased 4,784,689 Shares (the "Direct Shares") pursuant to a Stock Purchase Agreement, dated as of November 23, 1999 (the "RGA Agreement"), by and between RGA and MetLife, as described in Item 6 below.

On January 6, 2000, MetLife indirectly acquired an additional 24,131,250 Shares (the "Indirect Shares"). Pursuant to the Stock Purchase Agreement, dated as of August 26, 1999, as amended by the Amendment to Stock Purchase Agreement dated as of

September 16, 1999 and the Second Amendment to Stock Purchase Agreement dated as of January 6, 2000 (as so amended, the "General American Agreement"), by and between General American Mutual Holding Company, a Missouri mutual insurance holding company ("General American"), and MetLife, MetLife purchased from General American all of the issued and outstanding shares of capital stock of GenAmerica for a purchase price of approximately $1.2 billion. As described in Item 2 above, GenAmerica is an indirect parent of EIM, which owns all of the Indirect Shares.

MetLife used approximately $300 million of working capital to finance the purchase of the stock of GenAmerica. The remainder of the purchase price, approximately $900 million, was financed by MetLife from the issuance by one of its subsidiaries, MetLife Funding, Inc. ("MetLife Funding"), of short-term debt in the form of commercial paper, pursuant to customary commercial paper dealer arrangements with Deutsche Bank Securities Inc., Chase Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, CS First Boston Corporation and Goldman, Sachs & Co. The commercial paper has a weighted-average maturity of 70 days and bears a weighted-average interest rate of 6.06%. Upon maturity of the commercial paper, MetLife Funding may refinance the obligations then due with proceeds arising from one or more issuances of commercial paper of short duration that mature at or around the estimated time of completion of the proposed initial public offering of MetLife, Inc.

The descriptions of the RGA Agreement, the General American Agreement, the commercial paper dealer arrangements and the transactions contemplated thereby set forth in this Statement are qualified in their entirety by reference to the RGA Agreement included as Exhibit 1 to this Statement, the General American Agreement included as Exhibits 2, 2A and 2B to this Statement, and the commercial paper dealer agreements included as Exhibits 5, 6 and 7 to this Statement, with each such Exhibit being incorporated herein by reference.

Item 4. Purpose of Transaction.

MetLife purchased the Direct Shares in order to provide RGA with an equity infusion for general corporate purposes. MetLife acquired the Indirect Shares as a result of its purchase of GenAmerica pursuant to the General American Agreement.

From time to time, as market conditions warrant, the Filing Parties may acquire additional securities or dispose of securities of RGA. The Filing Parties currently plan to add three people associated with MetLife to the board of directors of RGA, at least one of whom would fill a vacancy. The persons currently being considered to be added to the board of directors of RGA are Terence I. Lennon, an Executive-Vice President of MetLife, John H. Tweedie, a Senior Executive Vice-President of MetLife, and Judy E. Weiss, Executive Vice-President and Chief Actuary of MetLife. The Filing Parties are also considering whether to make changes in the present management of RGA. Except as set forth herein or as contemplated by the RGA Agreement or the General American Agreement, the Filing Parties have no present plans or proposals which relate to or would result in any of the following:

(a) The acquisition of additional securities or the disposition of securities of RGA;

(b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving RGA or any of its subsidiaries;

(c) A sale or transfer of a material amount of assets of RGA or of any of its subsidiaries;

(d) Any change in the present board of directors or management of RGA, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board of directors;

(e) Any material change in the present capitalization or dividend policy of RGA;

(f) Any other material change in RGA's business or corporate structure;

(g) Changes in RGA's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of RGA by any person;

(h) Causing a class of securities of RGA to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

(i) A class of equity securities of RGA becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or

(j) Any action similar to any of those enumerated above.

The Filing Parties may at any time hereafter reconsider and change their plans or proposals, or formulate new plans or proposals, relating to the foregoing. Bernard A. Edison, H Edwin Trusheim and William P. Stiritz, directors of GenAmerica and GALIC, and Richard A. Liddy, Chairman, President and Chief Executive Officer of GenAmerica and GALIC, are directors of RGA. In addition, A. Greig Woodring, Executive Vice President - Reinsurance of GALIC is a director and the President and Chief Executive Officer of RGA. In their capacities as directors or officers of RGA they will participate in the consideration of matters relating to RGA and its business.

Item 5. Interest in Securities of the Issuer.

(a) and (b). As of January 6, 2000, MetLife beneficially owned 28,915,939 Shares, or approximately 57.9 percent of the outstanding Shares. Of such Shares, MetLife has sole voting and dispositive power with respect to 4,784,689 Shares and shares voting and dispositive power with GenAmerica, GALIC and EIM with respect to 24,131,250

Shares. As of January 6, 2000, GenAmerica, GALIC and EIM beneficially owned 24,131,250 Shares, or approximately 48.3 percent of the outstanding Shares. With respect to such Shares, GenAmerica, GALIC and EIM share voting and dispositive power with MetLife and each other. See also Item 2 above.

The following information in this paragraph is to the best knowledge of the Filing Parties. As of January 6, 2000, August A. Busch III, a director of GenAmerica and GALIC, beneficially owned 2,550 Shares and had sole voting and dispositive power with respect to such Shares. As of January 6, 2000, William E. Cornelius, a director of GenAmerica and GALIC, beneficially owned 1,113 Shares and had sole voting and dispositive power with respect to such Shares. As of January 6, 2000, Bernard A. Edison, a director of GenAmerica and GALIC, may be deemed to have beneficially owned 27,390 Shares, of which (i) 15,750 Shares were owned directly by Mr. Edison (Mr. Edison had sole voting and dispositive power with respect to such Shares), (ii) 5,820 Shares were owned by Marilyn Edison, his spouse (Mr. Edison did not have voting or dispositive power with respect to such Shares and disclaimed beneficial ownership of such Shares), (iii) 2,910 Shares were held in a trust for David Edison, Mr. Edison's child, of which Mr. Edison was co-trustee (Mr. Edison shared voting and dispositive power with respect to such Shares with David Edison, a co-trustee of the trust, and disclaimed beneficial ownership of such Shares), and (iv) 2,910 Shares were owned by a partnership in which Mr. Edison held an ownership interest (Mr. Edison had sole voting and dispositive power with respect to such Shares and disclaimed beneficial ownership of such Shares except to the extent of his pecuniary interest therein). As of January 6, 2000, Craig D. Schnuck, a director of GenAmerica and GALIC, beneficially owned 2,000 Shares and had sole voting and dispositive power with respect to such Shares. As of January 6, 2000, William P. Stiritz, a director of GenAmerica and GALIC, may be deemed to have been the beneficial owner of 403,690 Shares, of which (i) 266,200 Shares were owned directly by Mr. Stiritz, (ii) 67,500 Shares were owned by Susan Stiritz, Mr. Stiritz's spouse, (iii) 24,175 Shares were owned by Nicholas P. Stiritz, Mr. Stiritz's child, (iv) 27,500 Shares were owned by Rebecca Daly, Mr. Stiritz's child, (v) 10,875 Shares were owned by Charlotte Nagy, Mr. Stiritz's child and (vi) 7,440 Shares were owned by Mary Stiritz, Mr. Stiritz's former spouse; Mr. Stiritz disclaimed beneficial ownership of all the aforementioned Shares other than the 266,200 Shares owned by him directly. As of January 6, 2000, Andrew C. Taylor, a director of GenAmerica and GALIC, beneficially owned 2,250 Shares and shared voting and dispositive power with respect to such Shares with Barbara B. Taylor. As of January 6, 2000, H Edwin Trusheim, a director of GenAmerica and GALIC, beneficially owned 6,750 Shares and had sole voting and dispositive power with respect to such Shares. As of January 6, 2000, Robert L. Virgil, a director of GenAmerica and GALIC, beneficially owned 225 Shares which were owned by Geraldine J. Virgil, his spouse, and shared voting and dispositive power with respect to such Shares with her. As of January 6, 2000, John W. Barber, Vice President and Controller of GenAmerica and GALIC, and Chairman and President of EIM, may be deemed to have been the beneficial owner of 900 Shares held by Mary L. Barber, his spouse, as trustee of a trust; Mr. Barber did not have voting or dispositive power with respect to such Shares and disclaimed beneficial ownership of such Shares. As of January 6, 2000, Bernard H Wolzenski, Executive Vice President - Individual of GenAmerica and GALIC, beneficially owned 2,725 Shares, of which (i)

1,125 Shares were owned by Mr. Wolzenski and Jeanne A. Wolzenski, his spouse (Mr. Wolzenski shared voting and dispositive power with Jeanne A. Wolzenski with respect to such Shares) and (ii) 1,600 Shares were held by Jeanne A. Wolzenski as trustee of a trust. As of January 6, 2000, A. Greig Woodring, Executive Vice President - Reinsurance of GALIC and a director and the President and Chief Executive Officer of RGA, beneficially owned 160,781 Shares and had sole voting and dispositive power with respect to such Shares. In addition, the proxy statement of RGA, dated July 23, 1999, stated that, as of May 31, 1999, Richard A. Liddy, Chairman, President and Chief Executive Officer of GenAmerica and GALIC, beneficially owned 96,750 shares of Voting Common Stock of RGA and 5,500 shares of Non-Voting Common Stock of RGA (at such time RGA had both Voting and Non-Voting Common Stock), which included 22,500 shares of Voting Common Stock of RGA and 5,550 shares of Non-Voting Common Stock of RGA held in a joint account with Mr. Liddy's spouse, an account over which he had shared voting and investment power. Some of the Shares described in this paragraph may be in the form of stock options exercisable within 60 days or restricted stock. None of the Share ownership described in this paragraph represents beneficial ownership by any individual 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 29, 1999, as described in RGA's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 1999, plus an amount equal to the Direct Shares and assumes (as represented by RGA in the RGA Agreement) that the source of the Direct Shares were treasury Shares or authorized and unissued Shares.

(c) In the 60 days prior to the date of filing of this Statement, none of the Filing Parties nor, to the best knowledge of the Filing Parties, any of their respective directors and executive officers has effected any transactions in the Shares, except as disclosed in this Statement.

(d) No other person is known by the Filing Parties to have the right to receive or the power to direct the receipt of dividends from, and the proceeds from the sale of, the Direct Shares or the Indirect Shares.

(e) Not applicable.

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

Pursuant to the RGA Agreement, MetLife purchased the Direct Shares from RGA for a purchase price of $26.125 per share, or $125,000,000.13 in the aggregate (less $50,000 for MetLife's legal fees which RGA agreed to pay). RGA agreed to use such proceeds for general corporate purposes. In connection with the purchase and sale of such Shares under the RGA Agreement, RGA and MetLife executed and delivered a Registration Rights Agreement, dated as of November 23, 1999 (the "Registration Rights Agreement"). The Registration Rights Agreement requires RGA, following a request from MetLife, to register the offer and sale of all or any part of the Direct Shares under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Rights

Agreement also permits MetLife to include all or any part of the Direct Shares in certain other proposed registrations by RGA of its Shares under the Securities Act.

Additional registration rights relating to Indirect Shares are set forth in the Registration Rights Agreement, dated as of April 15, 1993 (the "1993 Registration Rights Agreement"), between RGA and GALIC. The 1993 Registration Rights Agreement requires RGA, following a request, to register the offer and sale of Indirect Shares under the Securities Act, and permits the inclusion of Indirect Shares in certain other proposed registrations by RGA of its Shares under the Securities Act.

The descriptions of the Registration Rights Agreement and the 1993 Registration Rights Agreement set forth in this Statement are qualified in their entirety by reference to such agreements, included as Exhibits 3 and 4, respectively, to this Statement, each of which is incorporated herein in its entirety by reference.

See also Item 3 above.

Item 7. Materials to be Filed as Exhibits.

Exhibit No.	Description
1	RGA Agreement.*
2	Stock Purchase Agreement, dated as of August 26, 1999, by and between General American and MetLife.*
2A	Amendment to Stock Purchase Agreement, dated as of September 16, 1999, by and between General American and MetLife.
2B	Second Amendment to Stock Purchase Agreement, dated as of January 6, 2000, by and between General American and MetLife.
3	Registration Rights Agreement.*
4	1993 Registration Rights Agreement, filed as an exhibit to Amendment No. 1 to RGA's Registration Statement on Form S-1 (No. 33-58960), is incorporated herein by reference.
5	Commercial Paper Dealer Agreement, dated as of November 24, 1999, between MetLife Funding and Deutsche Bank Securities Inc.

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* Previously filed.

6	Commercial Paper Dealer Agreement, dated as of September 24, 1999, between MetLife Funding and Chase Securities Inc.
7	3(a)(3) Commercial Paper Agreement dated May 13, 1996 between MetLife Funding and CS First Boston Corporation.
8	Joint Filing Agreement, dated January 14, 2000, among the Filing Parties.

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: January 14, 2000

METROPOLITAN LIFE INSURANCE COMPANY

By: /s/ Dorothy L. Murray

Name: Dorothy L. Murray
Title: Asst. VP

GENAMERICA CORPORATION

By: /s/ Robert J. Banstetter

Name: Robert J. Banstetter
Title: Vice President, General Counsel and Secretary

GENERAL AMERICAN LIFE INSURANCE COMPANY

By: /s/ Robert J. Banstetter

Name: Robert J. Banstetter
Title: Vice President, General Counsel and Secretary

EQUITY INTERMEDIARY COMPANY

By: /s/ Matthew P. McCauley

Name: Matthew P. McCauley
Title: Director, Vice President, General Counsel and Secretary

INCUMBENCY CERTIFICATE OF METLIFE

I, Thomas C. Hoi, an Assistant Secretary of MetLife, do hereby certify that the following is a full, true and correct copy of Section 4.1 of the By-Laws of MetLife:

> "Any officer, or any employee designated for the purpose by the chief executive officer, shall have power to execute all instruments in writing necessary or desirable for the Company to execute in the transaction and management of its business and affairs (including, without limitation, contracts and agreements, transfers of bonds, stocks, notes and other securities, proxies, powers of attorney, deeds, leases, releases, satisfactions and instruments entitled to be recorded in any jurisdiction, but excluding, to the extent otherwise provided for in the Bylaws, authorizations for the disposition of the funds of the Company deposited in its name and policies, contracts, agreements, amendment and endorsements of, for or in connection with insurance or annuities) and to affix the corporate seal."

I further certify that the following person is an officer of MetLife and that the signature set forth opposite such officer's name is the genuine signature of such officer:

Name	Title	Signature
Dorothy L. Murray	Assistant Vice-President	/s/ Dorothy L. Murray

In witness whereof, I have hereunto set my hand and have caused to be affixed the corporate seal of MetLife this 14th day of January, 2000.

/s/ Thomas C. Hoi
Thomas C. Hoi
Assistant Secretary

SCHEDULE A

DIRECTORS AND EXECUTIVE OFFICERS OF METLIFE

Set forth below is the name and present principal occupation or employment of each director and executive officer of MetLife. Except as set forth below, each present principal occupation set forth opposite an individual's name refers to MetLife. MetLife is a New York life insurance company. The principal business address of MetLife is One Madison Avenue, New York, New York 10010. Each person listed below is a citizen of the United States, except for Mr. Tweedie who is a citizen of the United Kingdom and Canada.

Directors

Name and Business Address	Present Principal Occupation or Employment
Curtis H. Barnette Bethlehem Steel Corporation 1170 Eighth Avenue, Martin Tower 2118 Bethlehem, Pennsylvania 18016	Chairman and Chief Executive Officer, Bethlehem Steel Corporation (steel manufacturing)
Robert H. Benmosche	Chairman of the Board, President and Chief Executive Officer
Gerald Clark	Vice-Chairman of the Board and Chief Investment Officer
Joan Ganz Cooney Children's Television Workshop One Lincoln Plaza New York, New York 10023	Chairman, Executive Committee, Children's Television Workshop (broadcasting)
Burton A. Dole, Jr. Puritan Bennett P.O. Box 208 Pauma Valley, California 92061	Retired Chairman, President and Chief Executive Officer, Puritan Bennett (medical device manufacturing)
James R. Houghton Corning Incorporated 80 East Market Street, 2nd Floor Corning, New York 14830	Chairman of the Board Emeritus, Corning Incorporated (ceramics manufacturing)
Harry P. Kamen Metropolitan Life Insurance Company 200 Park Avenue, Suite 5700 New York, New York 10166	Retired Chairman of the Board and Chief Executive Officer

Name and Address	Principal Occupation
Helene L. Kaplan Skadden, Arps, Slate, Meagher & Flom, LLP 919 Third Avenue New York, New York 10022	Of Counsel, Skadden, Arps, Slate, Meagher & Flom, LLP (law firm)
Charles M. Leighton CML Group, Inc. P.O. Box 247 Bolton, Massachusetts 01740	Retired Chairman and Chief Executive Officer, CML Group, Inc. (exercise and leisure products)
Allen E. Murray Mobil Corporation 375 Park Avenue, Suite 2901 New York, New York 10152	Retired Chairman of the Board and Chief Executive Officer, Mobil Corporation (petroleum refining)
Stewart G. Nagler	Vice-Chairman of the Board and Chief Financial Officer
John J. Phelan, Jr. New York Stock Exchange, Inc. P.O. Box 312 Mill Neck, New York 11765	Retired Chairman and Chief Executive Officer, New York Stock Exchange, Inc. (securities trading exchange)
Hugh B. Price National Urban League, Inc. 120 Wall Street, 7th & 8th Floors New York, New York 10005	President and Chief Executive Officer, National Urban League, Inc. (charitable institution)
Robert G. Schwartz Metropolitan Life Insurance Company 200 Park Avenue, Suite 5700 New York, New York 10166	Retired Chairman of the Board, President and Chief Executive Officer
Ruth J. Simmons, Ph.D. Smith College College Hall 20 Northampton, Massachusetts 01063	President, Smith College (educational institution)
William C. Steere, Jr. Pfizer Inc. 235 East 42nd Street New York, New York 10017	Chairman of the Board and Chief Executive Officer, Pfizer Inc. (pharmaceutical manufacturing)

Executive Officers
(Who Are Not Directors)

Name	Present Principal Occupation or Employment
Gary A. Beller	Senior Executive Vice-President and General Counsel
James M. Benson	President, Individual Business; Chairman, Chief Executive Officer and President, New England Life Insurance Company
C. Robert Henrikson	President, Institutional Business
Catherine A. Rein	Senior Executive Vice-President; President and Chief Executive Officer, Metropolitan Property and Casualty Insurance Company
William J. Toppeta	President, Client Services; Chief Administrative Officer
John H. Tweedie	Senior Executive Vice-President
Lisa M. Weber	Executive Vice-President, Human Resources
Judy E. Weiss	Executive Vice-President and Chief Actuary

DIRECTORS AND EXECUTIVE OFFICERS OF GENAMERICA AND GALIC

Set forth below is the name and present principal occupation or employment of each director and executive officer of GenAmerica and GALIC. GenAmerica is a holding company and GALIC is an insurance company. The principal business address of each of GenAmerica and GALIC is 700 Market Street, St. Louis, Missouri 63101. Each person listed below is a citizen of the United States.

Directors of Both GenAmerica and GALIC

Name and Business Address	Present Principal Occupation or Employment
August A. Busch III Anheuser-Busch Companies, Inc. One Busch Place St. Louis, Missouri 63118	Chairman and President, Anheuser-Busch Companies, Inc. (brewing, aluminum beverage container manufacturing and operating theme parks)
William E. Cornelius #2 Dunlora Lane St. Louis, Missouri 63131	Retired Chairman and Chief Executive Officer, Union Electric Company (now Ameren Corporation) (electric utility)
John C. Danforth Bryan Cave LLP One Metropolitan Square, Suite 3600 St. Louis, Missouri 63102	Partner, Bryan Cave LLP (law firm)
Bernard A. Edison Edison Brothers Stores, Inc. 500 Washington Avenue, Suite 1234 St. Louis, Missouri 63101	Former President, Edison Brothers Stores, Inc. (retail specialty stores)
Richard A. Liddy	Chairman, President and Chief Executive Officer, GenAmerica and GALIC
William E. Maritz Maritz Inc. 1375 N. Highway Drive St. Louis, Missouri 63099	Chairman, Maritz Inc. (travel and communication services and motivation, training and marketing research)
Craig D. Schnuck Schnuck Markets, Inc. 11420 Lackland Road St. Louis, Missouri 63146	Chairman and Chief Executive Officer, Schnuck Markets, Inc. (retail grocery stores)
William P. Stiritz Agribrands International, Inc. 9811 South Forty Drive St. Louis, Missouri 63124	Chairman, President and Chief Executive Officer, Agribrands International, Inc. (production and marketing of animal feed and agricultural and nutritional products)

Andrew C. Taylor Enterprise Rent-A-Car 600 Corporate Park Drive St. Louis, Missouri 63105	Chief Executive Officer and President, Enterprise Rent-A-Car (automobile leasing)
H Edwin Trusheim GenAmerica Corporation 700 Market Street St. Louis, Missouri 63101	Retired Chairman, GALIC
Robert L. Virgil Edward Jones & Co. 12555 Manchester Road St. Louis, Missouri 63131	General Principal, Edward Jones & Co. (securities firm)
Virginia V. Weldon 242 Carlyle Lake Drive St. Louis, Missouri 63141	Retired Senior Vice President for Public Policy, Monsanto Company (life sciences)
Ted C. Wetterau Wetterau Associates, LLC 8112 Maryland Avenue, Suite 250A St. Louis, Missouri 63105	President, Wetterau Associates, LLC (investment management)

Executive Officers of GenAmerica and/or GALIC
(Who Are Not Directors)

Name	Present Principal Occupation or Employment
Robert J. Banstetter	Vice President, General Counsel and Secretary, GenAmerica and GALIC
John W. Barber	Vice President and Controller, GenAmerica and GALIC; Chairman and President, EIM
Kevin C. Eichner	Executive Vice President, GALIC
David L. Herzog	Vice President - Administration and Chief Financial Officer, GenAmerica; Vice President - Administration, GALIC
E. Thomas Hughes	Treasurer and Corporate Actuary, GenAmerica and GALIC
Bernard H Wolzenski	Executive Vice President - Individual, GenAmerica and GALIC
A. Greig Woodring	Executive Vice President - Reinsurance, GALIC; President and Chief Executive Officer, RGA

DIRECTORS AND EXECUTIVE OFFICERS OF EIM

Set forth below is the name and present principal occupation or employment of each director and executive officer of EIM. EIM is a holding company. GenAmerica Management Corporation provides administrative services to businesses in the GenAmerica family. The principal business address of EIM and GenAmerica Management Corporation is 700 Market Street, St. Louis, Missouri 63101. Each person listed below is a citizen of the United States and is both a director and an executive officer of EIM.

Directors and Executive Officers

Name and Business Address	Present Principal Occupation or Employment
John W. Barber	Vice President and Controller, GenAmerica and GALIC; Chairman and President, EIM
Barry C. Cooper	Vice President and Controller, GenAmerica Management Corporation; Treasurer, EIM
Matthew P. McCauley	Vice President, Associate General Counsel and Assistant Secretary, GenAmerica and GALIC; Vice President, General Counsel and Secretary, EIM

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Exhibit Index

Exhibit No.	Description
1	RGA Agreement.*
2	Stock Purchase Agreement, dated as of August 26, 1999, by and between General American and MetLife*
2A	Amendment to Stock Purchase Agreement, dated as of September 16, 1999, by and between General American and MetLife.
2B	Second Amendment to Stock Purchase Agreement, dated as of January 6, 2000, by and between General American and MetLife.
3	Registration Rights Agreement.*
4	1993 Registration Rights Agreement, filed as an exhibit to Amendment No. 1 to RGA's Registration Statement on Form S-1 (No. 33-58960), is incorporated herein by reference.
5	Commercial Paper Dealer Agreement, dated as of November 24, 1999, between MetLife Funding and Deutsche Bank Securities Inc.
6	Commercial Paper Dealer Agreement, dated as of September 24, 1999, between MetLife Funding and Chase Securities Inc.
7	3(a)(3) Commercial Paper Agreement dated May 13, 1996 between MetLife Funding and CS First Boston Corporation.
8	Joint Filing Agreement, dated January 14, 2000, among the Filing Parties.

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* Previously filed.

Exhibit 2A

AMENDMENT TO STOCK PURCHASE AGREEMENT

AMENDMENT TO STOCK PURCHASE AGREEMENT, dated as of September 16, 1999, by and between GENERAL AMERICAN MUTUAL HOLDING COMPANY, a Missouri mutual insurance holding company ("Seller"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York mutual life insurance company ("Buyer").

RECITALS

WHEREAS, Buyer and Seller have previously entered into a Stock Purchase Agreement, dated as of August 26, 1999 (the "Stock Purchase Agreement") (capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Stock Purchase Agreement); and

WHEREAS, Buyer and Seller wish to amend the Stock Purchase Agreement as provided herein;

NOW, THEREFORE, in connection with and in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Buyer and the Seller hereby agree as follows:

1. Section 3.2(g) of the Stock Purchase Agreement is hereby amended to read in its entirety as follows:

"(g) The Purchase Price proceeds shall be paid (i) to the Seller if the Seller is not the subject of a rehabilitation proceeding, and (ii) into the Account (as defined in Article 11 of the Reorganization Plan) if the Seller is the subject of a rehabilitation proceeding."

2. Section 9.3(d) of the Stock Purchase Agreement is hereby deleted. Insofar as the Stock Purchase Agreement refers to the Escrow Agreement, such references shall be deemed to be references to the provisions of Article 11 of the Reorganization Plan. Insofar as the Stock Purchase Agreement refers to the Escrow or the Escrow Account, such references shall be deemed to be references to the Account (as defined in Article 11 of the Reorganization Plan). Insofar as the Stock Purchase Agreement refers to the Escrow Agent, such references shall be deemed to be references to the Director of Insurance of the State of Missouri, acting solely in his capacity as the statutory rehabilitator of Seller, and further solely insofar as he holds any portion of the Account and is authorized to act with respect thereto.

3. Buyer agrees and acknowledges that the overbid procedures set forth in the "Order Approving Certain Matters as to the Acquisition of GenAmerica Corporation by Metropolitan Life Insurance Company" proposed to be issued on September 17, 1999

by the Missouri court supervising the Reorganization Proceeding are in conformity with the covenants of Seller set forth in Section 6.13 of the Stock Purchase Agreement.

4. The number "21" in the first sentence of Section 6.6(d) of the Stock Purchase Agreement is hereby replaced with the number "28".

5. There are hereby added to the Stock Purchase Agreement two new subsections (h) and (i) of Section 9.1 (Conditions to Buyer's Obligations) to read in their entirety as follows:

"(h) Seller shall have granted to Buyer a first priority perfected security interest in or first priority perfected lien upon the Account and the Account Fund (as those terms are defined in the Reorganization Plan) and all assets comprising such Account Fund, to be evidenced by:

(i) filed financing statement(s) under the Uniform Commercial Code as enacted in the relevant jurisdiction(s) (the "UCC");

(ii) reports of lien and judgment searches of appropriate records; and

(iii) the Final Plan Confirmation Judgment (as defined in the Reorganization Plan);

provided, however, if there is a reasonable basis for Buyer concluding, under applicable law, that all or any of the foregoing are legally insufficient to grant to Buyer a first priority perfected security interest or first priority perfected lien, the parties shall cooperate in good faith to find an alternative mechanism which has a legal effect substantially identical to the first priority perfected security interest or first priority perfected lien described above, which mechanism does not adversely affect the rights of the respective parties; and

(i) Seller shall have obtained a signed agreement from the financial institution at which the Account is required to be established pursuant to the Reorganization Plan indicating that such institution (i) has established the Account in accordance with the Reorganization Plan and has acknowledged receipt of a copy of the Final Plan Confirmation Judgment (as defined in the Reorganization Plan), (ii) has acknowledged that it is a "securities intermediary" and that the Account and the assets comprising the Account Fund are "investment property" and "financial assets" within the meaning of the UCC, and are not deposit accounts, (iii) has agreed that it will not enter into an agreement with any person that would give such person "control" over the Account or the Account Fund within the meaning of the UCC and (iv) has agreed that it will disburse assets comprising the Account Fund only upon request of the Rehabilitator (as defined in the Reorganization Plan) supported by either an order of the Rehabilitation Court (as defined in the Reorganization Plan) or the written consent of the Buyer."

6. The word "and" following the semi-colon at the end of Section 9.1(f) of the Stock Purchase Agreement is hereby deleted, and the period at the end of Section 9.1(g) of the Stock Purchase Agreement is hereby replaced with a semi-colon.

7. A new Section 12.11 is hereby added to the Stock Purchase Agreement to read in its entirety as follows:

"Section 12.11 Security Interest. To secure Buyer's right to indemnity pursuant to Articles VIII and X of the Stock Purchase Agreement, Seller hereby grants to Buyer a first priority perfected security interest in all of Seller's right, title and interest in and to the proceeds of the Seller's right to receive the Purchase Price described in the Stock Purchase Agreement, as amended by this Amendment (including, without limitation, all investments and reinvestments of, and substitutions for, such proceeds). Such security interest shall not attach until the Closing Date and, upon the Closing, shall for all purposes be deemed to be, and be treated as, part of the MetLife Lien (as defined in the Reorganization Plan). Notwithstanding the foregoing, the first priority perfected security interest created by this Section 12.11 shall not in any way impair any of the rights, or restrict the exercise of any of the remedies, of the Seller under the Stock Purchase Agreement prior to the Closing. Seller shall promptly execute and deliver to Buyer such further instruments and documents, and take such further action (including, without limitation, execution and delivery to Buyer of UCC financing statements to be filed in such jurisdictions as Buyer may determine) as Buyer may reasonably request for the purpose of perfecting, and otherwise obtaining or preserving the full benefit to Buyer of, such first priority perfected security interest."

8. Exhibit B to the Stock Purchase Agreement is hereby deleted.

9. A new Exhibit C to the Stock Purchase Agreement, in the form of Appendix I attached hereto, is hereby added to the Stock Purchase Agreement.

10. There is hereby added to the Stock Purchase Agreement a new subsection (j) of Section 9.1 (Conditions to Buyer's Obligations) to read in its entirety as follows:

"(j) The Reorganization Plan as set forth in Exhibit C hereto shall be approved by the Rehabilitation Court with only such modifications that will not materially impair the rights or interests of Buyer under this Agreement."

11. There is hereby added to the Stock Purchase Agreement a new subsection (e) of Section 9.2 (Conditions to Seller's Obligations) to read in its entirety as follows:

"(e) The Reorganization Plan as set forth in Exhibit C hereto shall be approved by the Rehabilitation Court with only such modifications that will not materially impair the rights or interests of Seller under this Agreement."

12. There is hereby added to the Stock Purchase Agreement a new subsection (k) of Section 9.1 (Conditions to Buyer's Obligations) to read in its entirety as follows:

"(k) GALIC shall not be in administrative supervision."

13. Section 6.20 of the Stock Purchase Agreement is hereby amended to read in its entirety as follows:

"Section 6.20 Capital Contribution. In the event that Buyer and Seller implement the exchange program contemplated by Section 7.1(c)(i) hereof and the Closing occurs, (x) Buyer will make a capital contribution to GALIC not later than the fifteenth Business Day following the Closing Date in the amount of one-half of the aggregate risk premium payments theretofore made by GALIC to Buyer pursuant to Section 7.1(c)(i) hereof, (y) Buyer will make a further capital contribution to GALIC equal to the amount set forth in clause (x) above not later than the earlier of (i) the 180th day following the Closing Date and (ii) the day following the termination or cancellation of the last exchange contracts issued by Buyer pursuant to Section 7.1(c)(i), and (z) Buyer will release GALIC from all payment obligations required to be made after the Closing Date pursuant to Section 7.1(c)(i)."

For purposes of this Amendment, "Reorganization Plan" shall mean the Plan of Reorganization in the form of Appendix I hereto.

Except as provided herein, the Stock Purchase Agreement shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

GENERAL AMERICAN MUTUAL
HOLDING COMPANY

By: /s/ Robert J. Banstetter

Name: Robert J. Banstetter
Title: Vice President, General Counsel
and Secretary

METROPOLITAN LIFE INSURANCE
COMPANY

By: /s/ Terence I. Lennon

Name: Terence I. Lennon
Title: Executive Vice President

Exhibit 2B

SECOND AMENDMENT TO STOCK PURCHASE AGREEMENT

SECOND AMENDMENT TO STOCK PURCHASE AGREEMENT, dated as of January 6, 2000 ("Amendment Agreement"), by and between GENERAL AMERICAN MUTUAL HOLDING COMPANY, a Missouri mutual insurance holding company ("Seller"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York mutual life insurance company ("Buyer").

RECITALS

WHEREAS, Buyer and Seller have previously entered into a Stock Purchase Agreement, dated as of August 26, 1999, as amended on September 16, 1999 (the "Stock Purchase Agreement") (capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Stock Purchase Agreement);

WHEREAS, Buyer and Seller wish to eliminate the current adjustment to the Purchase Price specified in Section 2.2 of the Stock Purchase Agreement and to provide for an alternative adjustment based on daily interest on the Purchase Price to compensate Seller for the deferral of the Closing Date past the date specified for the Closing in Section 3.1 of the Stock Purchase Agreement;

WHEREAS, Seller and Buyer wish to provide for (a) payment in full at the Closing of the principal of, and accrued interest to the Closing Date on, Seller's $5,000,000 Promissory Note to GALIC (the "Note", a copy of which is attached hereto as Appendix I) and (b) reimbursement of Seller by Buyer at the Closing for the amount of Seller's interest payments on the Note during the period of deferral of the Closing Date past the date specified for the Closing in Section 3.1 of the Stock Purchase Agreement that is in excess of interest calculated using a reasonable earnings rate on invested funds for such period and (c) reimbursement for certain other incidental expenses of the Seller; and

WHEREAS, Buyer and Seller wish to amend the Stock Purchase Agreement as provided herein;

NOW, THEREFORE, in connection with and in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Buyer and the Seller hereby agree as follows:

1. Section 2.2 of the Stock Purchase Agreement is hereby amended to read in its entirety as follows:

"Section 2.2 Adjustment of Purchase Price. The Purchase Price shall be adjusted as follows:

The Purchase Price shall be increased by an amount equal to $201,000 per day for each of the 14 days in the period from and including December 23, 1999 through and including January 5, 2000."

2. There are hereby added to the Stock Purchase Agreement new Sections 3.2(l) and 3.2(m) to read in their entirety as follows:

"(l) Buyer shall deliver to Seller by Wire Transfer same day funds in an amount equal to the sum of (a) $312 per day for each of the 14 days in the period from and including December 23, 1999 through and including January 5, 2000. If the Rehabilitation Court determines, as contemplated by Section 3.2(g), that the Specified Date was a date earlier than December 23, 1999, then promptly following such judgment, Buyer shall deliver by Wire Transfer same day funds into the Account in an amount equal to $312 per day for each of the days in the period from and including the Specified Date to and including December 22, 1999 and, if the Rehabilitation Court so determines, interest on the aforementioned funds at the rate of 6.0% per annum from and including January 6, 2000 to but not including the date of such Wire Transfer."

"(m) Seller shall deliver to GALIC by Wire Transfer same day funds in an amount equal to the full principal of, and accrued interest to the Closing Date on, the Note, less $1,500,000."

3. Section 3.2(g) of the Stock Purchase Agreement is hereby amended to read in its entirety as follows:

"(g) The Purchase Price proceeds, less $1,500,000 withheld from such proceeds to be applied to payment of the principal of, and interest on, the Note, shall be paid into the registry of the Rehabilitation Court, and promptly following receipt of approval of the Rehabilitation Court, into the Account (as defined in Article 11 of the Reorganization Plan). If directed by the Rehabilitation Court, the Account may be constituted as two or more separate securities accounts, which shall be referred to collectively in this Agreement as the Account. Promptly following the Closing Date, Buyer and Seller agree to submit to the Rehabilitation Court, for its judgment, the determination of the date (the "Specified Date") which is two Business Days following the date on which all approvals or orders required in connection with the Reorganization Proceeding in order to permit the consummation of the transactions contemplated by this Agreement, as amended, were obtained and became final and non-appealable. If the Rehabilitation Court finds that the Specified Date was a date earlier than December 23, 1999, then promptly following such judgment, Buyer shall deliver by Wire Transfer same day funds into the Account in an amount equal to $201,000 per day for each of the days in the period from and including the Specified Date to and including December 22, 1999 and, if the Rehabilitation Court so determines, interest on the aforementioned funds at the rate of 6.0% per annum from and including January 6, 2000 to but not including the date of such Wire Transfer."

4. A new Section 8.1(g) is hereby added to the Stock Purchase Agreement to read in its entirety as follows:

"(g) Buyer hereby agrees to indemnify and hold harmless Seller for the excess, if any, of (i) the total Taxes and Associated Expenses (as defined herein) to be borne by Seller pursuant to this Article VIII over (ii) the total Taxes and Associated Expenses that would have been borne by Seller pursuant to this Article VIII had the Closing Date been the Specified Date. Seller hereby agrees to indemnify and hold harmless Buyer for the excess, if any, of (i) the total Taxes and Associated Expenses that would have been borne by Seller pursuant to this Article VIII had the Closing Date been the Specified Date over (ii) the total Taxes and Associated Expenses to be borne by Seller pursuant to this Article VIII. "Associated Expenses" means actual out-of-pocket costs reasonably incurred by Seller, including reasonable fees for the time of the Special Deputy Rehabilitator or his staff, attorneys and other outside consultants, for contesting or reviewing the computation of any such Taxes. In connection with its requests for reimbursement of Associated Expenses, Seller shall provide Buyer with such supporting documentation as Buyer may reasonably request, and any charges for the time of the Special Deputy Rehabilitator or his staff shall be computed using a cost accounting methodology comparable to that used in allocating costs pursuant to the Central Services Agreement dated as of January 1, 1999, as referenced in the Administrative Services Agreement dated as of November 1, 1999. Amounts of Taxes and Associated Expenses borne by Seller shall be calculated for purposes of the preceding sentences (i) by taking into account the time value of any benefit or detriment attributable to the acceleration or deferral, on account of the deferral of the Closing Date pursuant to this Amendment Agreement (including any acceleration or deferral of the payment of Taxes attributable to gain or loss on the sale of the Shares at the Closing), of any payment of Taxes or Associated Expenses using a discount factor of 6% compounded daily on the basis of a 360-day year and (ii) by determining such amounts by applying this Article VIII without this Section 8.1(g). Notwithstanding the foregoing sentence, the time value of any benefit to Seller attributable to the deferral of the Closing Date shall not be taken into account to the extent that it would result in a net positive payment from Seller to Buyer under this Section 8.1(g)."

5. A new Section 9.2(f) is hereby added to the Stock Purchase Agreement to read in its entirety as follows:

"(f) Buyer shall have authorized the release of $1,500,000 to the Rehabilitator from the Account Fund pursuant to Section 11.5.1 of the Reorganization Plan."

6. Any term or provision of this Amendment Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment Agreement or affecting the validity or enforceability of any of the terms or provisions of this Amendment Agreement in any other jurisdiction. If any provision of this Amendment Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

This Amendment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the parties need not sign the same counterpart. THIS AMENDMENT AGREEMENT, THE LEGAL RELATIONS BETWEEN THE PARTIES AND THE ADJUDICATION AND THE ENFORCEMENT THEREOF SHALL BE GOVERNED BY AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF MISSOURI.

Except as provided herein, the Stock Purchase Agreement shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the date first set forth above.

GENERAL AMERICAN MUTUAL HOLDING COMPANY

By: /s/ Albert A. Riederer
Name: Albert A. Riederer
Title: Special Deputy Rehabilitator

METROPOLITAN LIFE INSURANCE COMPANY

By: /s/ Thomas G. Hogan
Name: Thomas G. Hogan
Title: Vice President

EXHIBIT 5

COMMERCIAL PAPER DEALER AGREEMENT ("Agreement"), dated as of November 24, 1999, between METLIFE FUNDING, INC. ("Issuer"), a Delaware corporation, and DEUTSCHE BANK SECURITIES INC. ("Dealer"), a Delaware corporation.

Issuer intends to issue short-term notes pursuant to Section 3(a)(3) of the Securities Act of 1933, as amended, and to enter into this Agreement with Dealer in order to provide for the offer and sale of such notes in the manner described below. Dealer wishes to sell such notes on behalf of Issuer.

The parties hereto, in consideration of the premises and the mutual covenants herein contained, agree as follows:

1. Definitions.

"Business Day" shall mean any day other than a Saturday or Sunday or a day when banks are authorized or required by law to close in New York City.

"Dealer Information" shall mean all information as to Dealer included by Dealer in the Offering Memorandum, as confirmed by Dealer to Issuer in writing.

"DTC" shall mean The Depository Trust Company.

"Issuing and Paying Agent" shall mean The Chase Manhattan Bank (as successor to Manufacturers Hanover Trust Company), the issuing and paying agent pursuant to the Issuing and Paying Agency Agreement, or any successor thereto.

"Issuing and Paying Agency Agreement" shall mean the issuing and paying agency agreement, dated December 11, 1984, as amended by a letter, dated October 26, 1990, between Issuer and the Issuing and Paying Agent, as the same may from time to time be further amended.

"Metropolitan" shall mean Metropolitan Life Insurance Company, a life insurance company organized and existing under the laws of the State of New York, which is the indirect owner of all the issued and outstanding stock of Issuer.

"1933 Act" shall mean the Securities Act of 1933, as amended.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

"Notes" shall mean short-term promissory notes of Issuer, substantially in the form of Annex A to the Issuing and Paying Agency Agreement in the case of certificated Notes, and represented by master notes, substantially in the form of Annex B to the Issuing and Paying Agency Agreement in the case of book-entry Notes, issued by Issuer from time to time pursuant to the Issuing and Paying Agency Agreement.

"Offering Materials" shall mean the Offering Memorandum, any company information and any other offering materials concerning Issuer, its affiliates or the Notes contemplated by Section 6, as such offering materials may be amended or supplemented from time to time with the prior written consent of Issuer.

"Offering Memorandum" shall mean the Offering Memorandum with respect to the offer and sale of the Notes (including materials referred to therein or incorporated by reference therein), prepared in accordance with Section 6 and provided to purchasers or prospective purchasers of the Notes, and including all amendments and supplements thereto which may be prepared from time to time in accordance with this Agreement.

"Person" shall mean an individual, a corporation, a partnership, a limited liability company, a trust, an association or any other business entity.

"SEC" shall mean the United States Securities and Exchange Commission or any successor thereto.

"Support Agreement" shall mean the Support Agreement, dated as of November 30, 1984, as amended and restated as of that date on July 2, 1985, between Metropolitan and Issuer.

2. Issuance and Placement of Notes.

(a) Issuer hereby appoints Dealer to act as Issuer's dealer in connection with the sale of the Notes in accordance with the terms hereof, and Dealer hereby accepts such appointment. While (i) Issuer has and shall have no obligation to permit Dealer to purchase any Notes for its own account or to arrange for the sale of any Notes and (ii) Dealer has and shall have no obligation to purchase any Notes for Dealer's own account or to arrange for the sale of any Notes, the parties agree that, as to any and all Notes which Dealer may purchase or the sale of which Dealer may arrange, such Notes will be purchased or sold by Dealer in reliance on, among other Things, the agreements, representations, warranties and covenants of Issuer contained herein on the terms and conditions and in the manner provided for herein.

(b) If Issuer and Dealer shall agree on the terms of the purchase of any Note by Dealer or the sale of any Note arranged by Dealer (including, but not limited to, agreement with respect to the date of issue, purchase price, principal amount, maturity and interest rate (in the case of interest-bearing Notes) or discount rate thereof (in the case of Notes issued on a discount basis), and appropriate compensation for Dealer's services hereunder) pursuant to this Agreement, Dealer shall confirm the terms of each such agreement promptly to Issuer pursuant to Dealer's written confirmation statement, Issuer shall cause such Note to be issued and delivered in accordance with the terms of the Issuing and Paying Agency Agreement, and payment for such Note shall be made in accordance with such Agreement. The authentication and delivery of such Note by the Issuing and Paying Agent shall constitute the issuance of such Note by Issuer. Issuer shall

deliver Notes signed by Issuer to the Issuing and Paying Agent, and instructions shall be delivered to the Issuing and Paying Agent to complete, authenticate and deliver such Notes in the manner prescribed in the Issuing and Paying Agency Agreement. Dealer shall be entitled to compensation at such rates and paid in such manner as shall be indicated in Dealer's written confirmation statement or as Issuer and Dealer shall otherwise agree from time to time in connection with the transactions contemplated hereby.

(c) The Notes may be issued either in physical bearer form or in book entry form. Notes in book-entry form shall be represented by master notes registered in the name of a nominee of DTC and recorded in the book-entry system maintained by DTC. References to "Notes" in this Agreement shall refer to both physical and book-enty Notes unless the context otherwise requires. The Notes may be issued either at a discount or as interest-bearing obligations with interest payable at maturity in a stated amount.

(d) Each Note purchased by, or the sale of which is arranged through. Dealer hereunder shall (i) have a face amount of $100,000, or an integral multiple of $1,000 in excess thereof, (ii) have a maturity which is a Business Day not later than the 270th day next succeeding such Note's date of issuance, and (iii) not contain any provision for extension, renewal or automatic "rollover".

3. Representations and Warranties of the Issuer.

(a) Issuer represents and warrants as follows:

(i) Issuer is a duly organized and validly existing corporation in good standing under the laws of the state of its incorporation and has the corporate power and authority to own its property, to carry on its business as presently being conducted, to execute and deliver this Agreement, the Issuing and Paying Agency Agreement, and the Notes, and to perform and observe the conditions hereof and thereof.

(ii) Each of this Agreement and the Issuing and Paying Agency Agreement has been duly and validly authorized, executed and delivered by Issuer and constitutes the legal, valid and binding agreement of Issuer. The issuance and sale of Notes by Issuer hereunder have been duly and validly authorized by Issuer and, when delivered by the Issuing and Paying Agent as provided in the Issuing and Paying Agreement, each Note will be the legal, valid and binding obligation of Issuer.

(iii) The Notes are exempt from the registration requirements of the 1933 Act by reason of Section 3(a)(3) thereof. Accordingly, registration of the Notes under the 1933 Act will not be required. Qualification of an indenture with respect to the Notes under the Trust Indenture Act of 1939, as amended, will not be required in connection with the offer, issuance, sale or delivery of the Notes.

(iv) Issuer is neither an "investment company" nor a "company controlled by an investment company" within the meaning of the Investment Company Act of 1940, as amended.

(v) No consent or action of, or filing or registration with, any governmental or public regulatory body or authority is required to authorize, or is otherwise required in connection with, the execution, delivery or performance of this Agreement, the Issuing and Paying Agency Agreement or the Notes.

(vi) Neither the execution and delivery by Issuer of any of this Agreement, the Issuing and Paying Agency Agreement and the Notes, nor the fulfillment of or compliance with the terms and provisions hereof or thereof by Issuer, will (x) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of Issuer or (y) violate any of the terms of Issuer's Certificate of Incorporation or By-Laws, any contract or instrument to which Issuer is a party or by which it or its property is bound, or any law or regulation, or any order, writ, injunction or decree or any court of governmental instrumentality, to which Issuer is subject or by which it or its property is bound.

(vii) There are no actions, suits, proceedings, claims or governmental investigations pending or threatened against Issuer or any of its officers or directors or any persons who control Issuer (within the meaning of Regulation S-X, 17 C.F.R. Part 210) or to which any property of Issuer is subject, which would be reasonably likely to result in a material and adverse change in the condition (financial or otherwise) of Issuer, or materially prevent or interfere with, or materially and adversely affect Issuer's execution, delivery or performance of this Agreement, the Issuing and Paying Agency Agreement or the Notes.

(viii) The Support Agreement remains in full force and effect, has not been amended since July 2, 1985, and is the legal, valid and binding obligation of Metropolitan.

(ix) The initial Offering Materials do not, and any amendments or supplements thereto and any subsequent Offering Materials and any amendments or supplements thereto will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

(b) Each issuance of Notes by Issuer shall be deemed a representation and warranty by Issuer to Dealer, as of the date thereof, that, both before and after giving effect to such issuance, (i) the representations and warranties of Issuer set forth in Section 3(a) remain true and correct on and as of such date as if made on and as of such date (except to the extent such representations and warranties expressly relate solely to an earlier date); (ii) the corporate resolutions and certificate of incumbency referred to in Section 5 remain accurate and in full force and effect; (iii) since the date of the most

recent Offering Materials, there has been no material adverse change in the financial condition or operations of Issuer or of Metropolitan which has not been disclosed to Dealer in writing; and (iv) Issuer is not in default of any of its obligations hereunder, under the Issuing and Paying Agency Agreement or under any Note.

4. Covenants and Agreements of Issuer.

(a) Issuer will give to Dealer, at least 30 days prior to the proposed effective date thereof, notice of any proposed amendment, supplement, waiver or consent under the Issuing and Paying Agency Agreement or the Support Agreement Issuer shall provide to Dealer, promptly after the same is executed, a copy of any amendment, supplement or written waiver or consent covered by the notice requirements of this Section 4(a). Issuer shall furnish prior written notice to Dealer, as soon as possible and in any event at least 30 days prior to the effective date thereof of any proposed resignation, termination or replacement of the Issuing and Paying Agent.

(b) Issuer will, whenever there shall occur any change in Issuer's or Metropolitan's financial condition or any development or occurrence in relation to Issuer or Metropolitan that would, in either case, be material to the holders of Notes or potential holders of Notes, promptly, and in any event prior to any subsequent issuance of Notes, notify Dealer (by telephone, confirmed in writing) of such change, development or occurrence.

(c) Issuer will promptly furnish to Dealer a copy of any notice, report or other information, relating to the Notes delivered to or from rating agencies then rating the Notes.

(d) Issuer will use the proceeds from the sale of Notes for "current transactions" within the meaning of Section 3(a)(3) of the 1933 Act.

(e) Issuer will promptly, from time to time, take such action as Dealer may reasonably request to qualify the Notes for offering and sale under the securities laws of such jurisdictions as Dealer may request and Issuer may agree, and will comply with such laws so as to permit the continuance of sales and resales therein for as long as may be necessary to complete the transactions contemplated hereby, provided that in connection therewith Issuer shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction, other than consent to service of process under such jurisdictions' securities laws. Issuer will reimburse Dealer for any reasonable fees or costs incurred in so qualifying the Notes.

5. Conditions Precedent.

At or promptly after the execution of this Agreement, and as conditions precedent to any obligations of Dealer hereunder, Issuer shall furnish to Dealer, in form and substance reasonably satisfactory to Dealer:

(a) an original or photocopy of the executed Issuing and Paying Agency Agreement,

(b) a certified copy of resolutions duly adopted by the Board of Directors of Issuer authorizing and approving the transactions contemplated hereby,

(c) a certificate of incumbency showing the officers of Issuer authorized to execute Notes and to give instructions concerning the issuance of Notes,

(d) an opinion of counsel to Issuer addressed to Dealer as to the matters set forth in Sections 3(a) (i)-(viii) and as to such other matters as Dealer shall reasonably request,

(e) true and correct copies of the letters or other public documents assigning ratings and of all other correspondence to Issuer from the rating agencies that have assigned a rating to the Notes,

(f) a copy of the Offering Materials, including the Offering Memorandum, approved in writing by Issuer,

(g) in connection with issuance of Notes in book-entry form, a copy of the master note(s) evidencing such Notes,

(h) a true and correct photocopy of the Support Agreement,

(i) an original executed letter ("Metropolitan Letter") from Metropolitan and addressed to Dealer, substantially in the form attached as Exhibit A, and

(j) an opinion of counsel to Metropolitan, addressed to Dealer, as to the Metropolitan Letter.

6. Disclosure.

(a) in connection with the offer and sale of the Notes, Dealer will prepare, from time to time, and submit to Issuer for its written approval, an Offering Memorandum relating to the Notes, Issuer, Metropolitan and the Support Agreement. From time to time, Issuer may submit additional information to Dealer additional information (including, without limitation the information described in the penultimate

sentence of this Section 6(a)) approved by Issuer for dissemination to purchasers or potential purchasers of the Notes. Such information as submitted shall become part of the Offering Materials. Dealer may distribute the Offering Materials to Dealer's sales personnel and to purchasers and prospective purchasers of the Notes. Issuer shall furnish to Dealer, as they become available, (i) Metropolitan's Annual Statement filed with state insurance departments, (ii) Metropolitan's most recent report on Form 10-K filed with the SEC and each report on Form 10-Q or Form 8-K filed by Metropolitan with the SEC since the most recent Form 10-K (such requirement to become applicable when and if such filings are required of Metropolitan), (iii) Issuer's and Metropolitan's most recent annual audited financial statements and each interim financial statement or report (if any) prepared subsequent thereto, if not included in Section 6(a) (i) or (ii), (iv) Issuer's and Metropolitan's other publicly available filings or reports provided to their respective shareholders or any national securities exchange and any information generally supplied in writing to securities analysts, and (v) any other information or document prepared or approved by Issuer for dissemination to purchasers or potential purchasers of the Notes. In addition, Issuer shall provide Dealer with such other information as Dealer may reasonably request for the purpose of its ongoing credit review of Issuer and Metropolitan.

(b) Issuer recognizes that the accuracy and completeness of the Offering Materials are dependent upon the accuracy and completeness of the information obtained by Dealer and, subject to Sections 6(c) and 7, Dealer shall not be responsible for any inaccuracy in any Offering Materials.

(c) Prior to the distribution of any Offering Materials, Dealer will provide Issuer with a copy thereof for Issuer's approval. Issuer shall promptly notify Dealer in writing of Issuer's approval or disapproval of any Offering Materials submitted to Issuer for review. If Issuer has not indicated its written approval, and has not indicated in writing the reasons why such approval cannot be given, by the 14th calendar day after the Offering Materials are delivered to Issuer, the Offering Materials shall be deemed approved by Issuer on such 14th day. Any such approval by Issuer shall be deemed to be a representation by Issuer that the Offering Materials (other than the Dealer Information) so approved do not contain an untrue statement of a material fact and do not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(d) Issuer represents and warrants to Dealer that the financial statements of Issuer and Metropolitan to be delivered to Dealer in accordance with this Section 6 are or will be in accordance with generally accepted accounting principles and practices in effect in the United States on the date such statements were or will be prepared and fairly do or will present the financial condition and operations of Issuer at the respective dates of such financial statements and the results of Issuer's or Metropolitan's (as the case may be) operations for the related periods then ended.

(e) Issuer shall notify Dealer promptly after Issuer has knowledge of (i) any event that would render any material fact contained in Issuer's or Metropolitan's most recent financial statements, as submitted to Dealer, untrue or misleading in any material respect, or (ii) any event relating to or affecting Issuer or Metropolitan that would cause the Offering Materials then in use to include an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. In such event, Issuer shall supply Dealer promptly with such information as will correct such untrue or misleading statement or omission.

7. Indemnification.

(a) Issuer shall indemnify Dealer and its affiliates, their respective directors, officers, employees, and agents, and each person who controls Dealer or its affiliates (as defined in Regulation S-X, 17 C.F.R. Part 210) and any successor thereto (Dealer and each such person being and "Indemnified Person") from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Person may become subject under any applicable federal or state law, or otherwise, related to or arising out of (i) any untrue statement or alleged untrue statement of a material fact contained in the Offering Materials, as approved by Issuer and the Metropolitan, or in any information (whether oral or written) or documents furnished or made available by Issuer to offerees of the Notes or any of their representatives or the omission or the alleged omission to state therein a material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made, or (ii) the breach by Issuer of any agreement or representation made in or pursuant to this Agreement. Issuer shall promptly reimburse any Indemnified Person for all expenses (including, but not limited to, fees, and disbursements external counsel), as they are incurred, in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such Indemnified Person is a party, provided that in no event shall Issuer or Metropolitan be liable pursuant to this Section 7 to any Indemnified Person with respect to an untrue statement or alleged untrue statement or omission or alleged omission made in any Offering Materials if (i) Issuer or Metropolitan has, prior to a sale of Notes as to which a claim for indemnification hereunder arises, given Dealer in writing notice of and corrected information with respect to such untrue statement or omission pursuant to Section 6(e), (ii) the person asserting the loss, claim, damage or liability that gave rise to the claim for indemnification hereunder (A) purchased Notes through Dealer, (B) was sent or given by Dealer the uncorrected Offering Materials in question, and (C) was not sent or given a copy of the Offering Materials as amended or supplemented to reflect or include such corrected information prior to or in connection with the confirmation of such person's purchase of the Notes in question, and (iii) such loss, claim, damage or liability arose out of or was related to such untrue statement or omission in the Offering Materials that was corrected in the Offering Materials as so amended or supplemented to reflect or include such corrected information.

(b) Promptly after receipt by an Indemnified Person pursuant to this Section 7 of notice of any claim or the commencement of any action, the Indemnified Person shall, if a claim in respect thereof is to be made against Issuer pursuant to this Section 7, notify Issuer in writing of the claim or the commencement of that action, provided that (i) the failure to notify Issuer shall not relieve it from any liability that Issuer may have under this Section 7 except up to the extent of any actual prejudice suffered by Issuer as a result of such failure, and (ii) in no event shall the failure to notify Issuer relieve it from any liability that Issuer may have to an Indemnified Person otherwise than pursuant to this Section 7. If any such claim or action shall be brought against an Indemnified Person, and it notifies Issuer thereof, Issuer shall be entitled to participate therein and, to the extent that Issuer wishes, to assume the defense thereof with counsel reasonably satisfactory to the Indemnified Person. However, if the defendants as to any such claim include both an Indemnified Person and Issuer, and an Indemnified Person notifies Issuer in writing that the Indemnified Person has concluded that there may be legal defenses available to such Indemnified Person that are not available to Issuer. Issuer shall not have the right to direct the defense of such claim on behalf of such Indemnified Person, and such Indemnified Person shall have the right to select separate counsel to assert such legal defenses on behalf of such Indemnified Person. After notice from Issuer to the Indemnified Person of Issuer's election to assume the defense of such claim or action, Issuer shall not be liable to the Indemnified Person pursuant to this Section 7 for any legal or other expenses subsequently incurred by the Indemnified Person in connection with the defense thereof, other than reasonable costs of investigation, unless (i) the Indemnified Person shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the next preceding sentence (it being understood that Issuer shall not be liable for the expenses of more than one separate counsel as to such defenses (in addition to any local counsel in the jurisdiction in which such claim is brought), (ii) Issuer shall not have employed counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person within a reasonable time after notice of the existence of the claim in question, or (iii) Issuer has authorized in writing the employment of counsel for the Indemnified Person. Issuer shall not be liable for any settlement of any such action effected without Issuer's written consent (which consent shall not be unreasonably withheld) but, if settled with Issuer's written consent or if there is a final judgment for the plaintiff in any such action, Issuer shall indemnify and hold harmless any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Without Dealer's prior written consent, Issuer will not settle, compromise or consent to the entry of any judgment as to any claim subject to this Section 7 (whether or not any Indemnified Person is an actual or potential party to such claim), unless (i) such settlement, compromise or consent includes an unconditional release of such Indemnified Person from all liability arising out of such claim, or (ii) Issuer agrees with such Indemnified Person in writing that Issuer will pay all losses, claims, damages, or liabilities arising out of such claim as so settled, compromised or consented to and applicable to such Indemnified Person, whether resolved pursuant to such settlement or arising out of claims not resolved pursuant to such settlement.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 7 is for any reason unavailable or insufficient to hold harmless an Indemnified Person, except as otherwise provided in Sections 7(a) and (b), Issuer and Dealer shall contribute to the aggregate costs of satisfying such liability (i) in such proportion as is appropriate to reflect the relative benefits received by Issuer, on the one hand, and Dealer, on the other hand, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of Issuer on the one hand and Dealer on the other with respect the statements or omissions which resulted in such loss, claim, damage or liability or action in respect thereof, as well as any other equitable considerations. In no event shall Issuer be required to contribute to any cost (including, but not limited to, any related counsel fees, disbursements or other expenses) of satisfying any liability in any way for statements or omissions included or not included in the Offering Materials if Issuer would not have been liable therefor pursuant to the provisio of the last sentence of Section 7(a), if the indemnification provided for in Section 7(a) was both available and sufficient to hold harmless the Indemnified Person in question, except as otherwise provided in Sections 7(a) and (b). The relative benefits received by Issuer on the one hand and Dealer on the other with respect to such offering shall be deemed to be in the same proportion as the aggregate proceeds to Issuer of the Notes sold pursuant hereto (before deducting expenses) bear to the aggregate commissions and fees earned by Dealer hereunder. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by Issuer on the one hand or Dealer on the other, the intent of the parties, and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Issuer and Dealer agree that it would not be just and equitable if contributions pursuant to this Section 7 were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein.

(d) The amount paid or payable by an Indemnified Person as a result of the loss, claim, damage or liability, or action in respect thereof, referred to in this Section 7 shall include, but shall not be limited to, any fees and disbursements of external counsel reasonably incurred by an Indemnified Person in connection with investigating or defending any such action or claim.

(e) The obligations of Issuer in this Section 7 are in addition to any other liability that Issuer may otherwise have.

(f) The provisions of this Section 7 shall survive the termination of this Agreement.

8. Choice of Forum.

Any suit, action or proceeding brought by Issuer against Dealer in connection with or arising out of this Agreement, any agreement, instrument or document entered into in connection with this Agreement, or the offer and sale of the Notes shall be brought solely in the Federal courts located in the Borough of Manhattan or the courts of the State of New York located in the Borough of Manhattan.

9. Notices.

All notices required under the terms and provisions hereof shall be in writing, delivered by hand, by mail (postage prepaid), or by telecopier or telegram, and any such notice shall be effective when received at the address specified below.

If to Issuer, to:

MetLife Funding, Inc.
One Madison Avenue
New York, New York 10010-3690
Attention: Treasurer
Fax No.:(212)578-0266

If to Dealer, to:

DEUTSCHE BANK SECURITIES INC.
31 West 52nd Street
New York, New York 10019
Attention: Pamela Kendall
Fax No.: (212)469-8173

or, if to any of the foregoing parties or their successors, at such other address as such party or successor may designate from time to time by notice duly given in accordance with the terms of this Section 9 to the other party hereto.

10. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.

11. Entire Agreement.

This agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby and supersedes all prior agreements and understandings between the parties.

12. Amendment, Termination, Successors, Counterparts.

(a) The terms of this Agreement shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by both parties hereto. Issuer or Dealer may terminate this Agreement upon at least 60 days' written notice to the other, provided that such termination shall not affect the obligations of the parties hereunder with respect to Notes unpaid at the time of such termination or with respect to actions or events occurring prior to such termination.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that neither of the parties to this Agreement may assign, either in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other, and any such assignment without such consent shall be null and void.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

13. Captions.

The captions in this Agreement are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

14. Severability of Provisions.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity of such provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written,

METLIFE FUNDING, INC.

By /s/ WILLIAM H. NUGENT

Name: William H. Nugent
Title: Vice-President

DEUTSCHE BANK SECURITIES INC.

By /s/ JOHN R. BULGER

Name: John R. Bulger
Title: Director

DEUTSCHE BANK SECURITIES INC.

By /s/ DANIEL C. MOYERS

Name: Daniel C. Moyers
Title: Vice President

EXHIBIT 6

COMMERCIAL PAPER DEALER AGREEMENT, dated as of September 24, 1999, between METLIFE FUNDING, INC., a Delaware corporation (the "Issuer"), and CHASE SECURITIES INC., a Delaware corporation ("CSI").

The Issuer intends to issue short-term notes pursuant to Section 3(a)(3) of the Securities Act of 1933, as amended (the "1933 Act").

The Issuer desires to enter into this Agreement with CSI in order to provide for the offer and sale of such notes in the manner described here.

The parties hereto, in consideration of the premises and mutual covenants herein contained, agree as follows:

1. Definitions.

"Business Day" shall mean any day other than a Saturday or Sunday or a day when banks are authorized or required by law to close in New York City.

"DTC" shall mean the Depository Trust Company.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Issuing and Paying Agent" shall mean The Chase Manhattan Bank (as successor to Manufacturers Hanover Trust Company), the issuing and paying agent under the Issuing and Paying Agency Agreement, or any successor thereto.

"Issuing and Paying Agency Agreement" shall mean the issuing and paying agency agreement, dated as of December 11, 1984, as amended by a letter dated October 26, 1990, between the Issuer and the Issuing and Paying Agent, as the same may from time to time be further amended.

"Metropolitan" shall mean Metropolitan Life Insurance Company, the indirect owner of all the issued and outstanding stock of the Issuer.

"Notes" shall mean short-term promissory notes of the Issuer, substantially in the form of Annex A to the Issuing and Paying Agency Agreement in the case of certificated Notes, and represented by master notes substantially in the form of Annex B to the Issuing and Paying Agency Agreement in the case of book-entry Notes, issued by the Issuer from time to time pursuant to the Issuing and Paying Agency Agreement.

"Offering Materials" shall mean the Offering Memorandum (defined below), any company information and any other offering materials concerning the Issuer, its affiliates or the Notes contemplated by Section 6 hereof, as such offering materials may be amended or supplemented from time to time with the prior written consent of the Issuer.

"Offering Memorandum" shall mean the offering memorandum with respect to the offer and sale of the Notes (including materials referred to therein or incorporated by reference therein), prepared in accordance with Section 6 hereof and provided to purchasers or prospective purchasers of the Notes, and including all amendments and supplements thereto which may be prepared from time to time in accordance with this Agreement.

"Person" shall mean an individual, a corporation, a partnership, a trust, an association or any other entity.

"SEC" shall mean the U.S. Securities and Exchange Commission, or any successor thereto.

"Support Agreement" shall mean the Support Agreement, dated as of November 30, 1984, as amended and restated as of that date on July 2, 1985, between Metropolitan and the Issuer.

2. Issuance and Placement of Notes.

(a) The Issuer hereby appoints CSI to act as the Issuer's dealer in connection with the sale of the Notes in accordance with the terms hereof, and CSI hereby accepts such appointment. While (i) the Issuer has and shall have no obligation to permit CSI to purchase any Notes for its own account or to arrange for the sale of any Notes and (ii) CSI has and shall have no obligation to purchase any Notes for CSI's own account or to arrange for the sale of any Notes, the parties agree that, as to any and all Notes which CSI may purchase or the sale of which CSI may arrange, such Notes will be purchased or sold by CSI in reliance on, among other things, the agreements, representations, warranties and covenants of the Issuer contained herein on the terms and conditions and in the manner provided for herein.

(b) If the Issuer and CSI shall agree on the terms of the purchase of any Note by CSI or the sale of any Note arranged by CSI (including, but not limited to, agreement with respect to the date of issue, purchase price, principal amount, maturity and interest rate (in the case of interest-bearing Notes) or discount rate thereof (in the case of Notes issued on a discount basis), and appropriate compensation for CSI's services hereunder) pursuant to this Agreement, CSI shall confirm the terms of each such agreement promptly to the Issuer pursuant to CSI's written confirmation statement, the Issuer shall cause such Note to be issued and delivered in accordance with the terms of the Issuing and Paying Agency Agreement, and payment for such Note shall be made in accordance with such Agreement. The authentication and delivery of such Note by the Issuing and Paying Agent shall constitute the issuance of such Note by the Issuer. The Issuer shall deliver Notes signed by the Issuer to the Issuing and Paying Agent, and instructions shall be delivered to the Issuing and Paying Agent to complete, authenticate and deliver such Notes in the manner prescribed in the Issuing and Paying Agency Agreement. CSI shall be entitled to compensation at such rates and paid in such manner as shall be indicated in CSI's written

confirmation statement or as the Issuer and CSI shall otherwise agree from time to time in connection with the transactions contemplated hereby.

(c) The Notes may be issued either in physical bearer form or in book-entry form. Notes in book-entry form shall be represented by master notes registered in the name of a nominee of DTC and recorded in the book-entry system maintained by DTC. References to "Notes" in this Agreement shall refer to both physical and book-entry Notes unless the context otherwise requires. The Notes may be issued either at a discount or as interest-bearing obligations with interest payable at maturity in a stated amount.

(d) Each Note purchased by, or the sale of which is arranged through, CSI hereunder shall (i) have a face amount of $100,000, or an integral multiple of $1,000 in excess thereof, (ii) have a maturity which is a Business Day not later than the 270th day next succeeding such Note's date of issuance and (iii) not contain any provision for extension, renewal or automatic "rollover".

3. Representations and Warranties of the Issuer.

(a) The Issuer represents and warrants as follows:

(i) The Issuer is a duly organized and validly existing corporation in good standing under the laws of the state of its incorporation and has the corporate power and authority to own its property, to carry on its business as presently being conducted, to execute and deliver this Agreement, the Issuing and Paying Agency Agreement, and the Notes, and to perform and observe the conditions hereof and thereof.

(ii) Each of this Agreement and the Issuing and Paying Agency Agreement has been duly and validly authorized, executed and delivered by the Issuer and constitutes the legal, valid and binding agreement of the Issuer. The issuance and sale of Notes by the Issuer hereunder have been duly and validly authorized by the Issuer and, when delivered by the Issuing and Paying Agent as provided in the Issuing and Paying Agreement, each Note will be the legal, valid and binding obligation of the Issuer.

(iii) The Notes are exempt from the registration requirements of the 1933 Act by reason of Section 3(a)(3) thereof, and, accordingly, registration of the Notes under the 1933 Act will not be required. Qualification of an indenture with respect to the Notes under the Trust Indenture Act of 1939, as amended, will not be required in connection with the offer, issuance, sale or delivery of the Notes.

(iv) The Issuer is neither an "investment company" nor a "company controlled by an investment company" within the meaning of the Investment Company Act of 1940, as amended.

(v) No consent or action of, or filing or registration with, any governmental or public regulatory body or authority is required to authorize, or is otherwise required in connection with,

the execution, delivery or performance of this Agreement, the Issuing and Paying Agency Agreement or the Notes.

(vi) Neither the execution and delivery by the Issuer of any of this Agreement, the Issuing and Paying Agency Agreement and the Notes, nor the fulfillment of or compliance with the terms and provisions hereof or thereof by the Issuer, will (x) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer or (y) violate any of the terms of the Issuer's charter documents or by-laws, any contract or instrument to which the Issuer is a party or by which it or its property is bound, or any law or regulation, or any order, writ, injunction or decree of any court of governmental instrumentality, to which the Issuer is subject or by which it or its property is bound.

(vii) There are no actions, suits, proceedings, claims or governmental investigations pending or threatened against the Issuer or any of its officers or directors or any persons who control the Issuer (within the meaning of Section 15 of the 1933 Act or Section 20 of the Exchange Act) or to which any property of the Issuer is subject, which would be reasonably likely to result in a material and adverse change in the condition (financial or otherwise) of the Issuer, or materially prevent or interfere with, or materially and adversely affect the Issuer's execution, delivery or performance of, any of this Agreement, the Issuing and Paying Agency Agreement and the Notes.

(viii) The Support Agreement remains in full force and effect and has not been amended in any respect since July 2, 1985, and is the legal, valid, and binding obligation of Metropolitan.

(ix) The initial Offering Materials do not, and any amendments or supplements thereto and any subsequent Offering Materials and any amendments or supplements thereto will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

(b) Each issuance of Notes by the Issuer shall be deemed a representation and warranty by the Issuer to CSI, as of the date thereof, that, both before and after giving effect to such issuance, (i) the representations and warranties of the Issuer set forth in Section 3(a) hereof remain true and correct on and as of such date as if made on and as of such date (except to the extent such representations and warranties expressly relate solely to an earlier date); (ii) the corporate resolutions and certificate of incumbency referred to in Section 5 hereof remain accurate and in full force and effect; (iii) since the date of the most recent Offering Materials, there has been no material adverse change in the financial condition or operations of the Issuer or of Metropolitan which has not been disclosed to CSI in writing; and (iv) the Issuer is not in default of any of its obligations hereunder, under the Issuing and Paying Agency Agreement or under any Note.

4. Convenants and Agreements of the Issuer.

(a) The Issuer shall give to CSI, at least 30 days prior to the proposed effective date thereof, notice of any proposed amendment, supplement, waiver or consent under the Issuing and Paying Agency Agreement or the Support Agreement. The Issuer shall provide to CSI, promptly after the same is executed, a copy of any amendment, supplement or written waiver or consent covered by the notice requirements of this Section 4(a). The Issuer shall furnish prior written notice to CSI, as soon as possible and in any event at least 30 days prior to the effective date thereof, of any proposed resignation, termination or replacement of the Issuing and Paying Agent.

(b) The Issuer shall, whenever there shall occur any change in the Issuer's or Metropolitan's financial condition or any development or occurrence in relation to the Issuer or Metropolitan that would, in either case, be material to the holders of Notes or potential holders of Notes, promptly, and in any event prior to any subsequent issuance of Notes, notify CSI (by telephone, confirmed in writing) of such change, development or occurrence.

(c) The Issuer covenants and agrees with CSI that the Issuer will promptly furnish to CSI a copy of any notice, report or other information, relating to the Notes delivered to or from rating agencies then rating the Notes.

(d) The proceeds from the sale of Notes will be used by the Issuer for "current transactions" within the meaning of Section 3(a)(3) of the 1933 Act.

(e) The Issuer agrees promptly from time to time to take such action as CSI may reasonably request to qualify the Notes for offering and sale under the securities laws of such jurisdictions as CSI may request and the Issuer may agree, and to comply with such laws so as to permit the continuance of sales and resales therein for as long as may be necessary to complete the transactions contemplated hereby, provided that in connection therewith the Issuer shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction other than consent to service of process under such state securities laws. The Issuer also agrees to reimburse CSI for any reasonable fees or costs incurred in so qualifying the Notes.

5. Conditions Precedent.

At or promptly after the execution of this Agreement, and as conditions precedent to any obligations of CSI hereunder, there shall have been furnished to CSI, in form and substance satisfactory to CSI:

(i) an original or photocopy of the executed Issuing and Paying Agency Agreement;

(ii) a certified copy of resolutions duly adopted by the Board of

Directors of the Issuer authorizing and approving the transactions contemplated hereby;

(iii) a certificate of incumbency showing the officers and other representatives of the Issuer authorized to execute Notes and to give instructions concerning the issuance of Notes;

(iv) an opinion of counsel to the Issuer addressed to CSI as to the matters set forth in subsections (i)-(viii) of Section 3(a) above and as to such other matters as CSI shall reasonably request;

(v) true and correct copies of the letters or other public documents assigning ratings and of all other correspondence to the Issuer from the rating agencies that have assigned a rating to the Notes;

(vi) a copy of the Offering Materials, including the Offering Memorandum, approved in writing by the Issuer;

(vii) in connection with issuance of Notes in book-entry form, a copy of the master note(s) evidencing such Notes;

(viii) a true and correct photocopy of the Support Agreement;

(ix) an original executed letter ftom Metropolitan, addressed to CSI, substantially in the form attached as Exhibit A (the "Metropolitan Letter"); and

(x) an opinion of counsel to Metropolitan, addressed to CSI, as to the matters set forth in the Metropolitan Letter.

6. Disclosure.

(a) The Issuer understands that, in connection with the offer and sale of the Notes, from time to time Offering Materials, including an Offering Memorandum and any other information approved by the Issuer for dissemination to purchasers or potential purchasers of the Notes, will be prepared by the Issuer, relating to the Notes, the Issuer, Metropolitan and the Support Agreement, which Offering Materials may be distributed to CSI's sales personnel and to purchasers and prospective purchasers of the Notes. To provide a basis for the preparation of such Offering Materials and to assist in CSI's ongoing credit review procedures and sale of the Notes, the Issuer shall furnish to CSI, as these items become available, (i) Metropolitan's Annual Statement filed with state insurance departments, (ii) Metropolitan's most recent report on Form 10-K filed with the SEC and each report on Form l0-Q or 8-K filed by Metropolitan with the SEC since the most recent Form 10-K (such requirement to become applicable when and if such filings are required of Metropolitan), (iii) the Issuer's and Metropolitan's most

recent annual audited financial statements and each interim financial statement or report (if any) prepared subsequent thereto, if not included in item (i) or item (ii) above, (iv) the Issuer's and Metropolitan's other publicly available recent reports, including, but not limited to, any publicly available filings or reports provided to their respective shareholders or any national securities exchange and any information generally supplied in writing to securities analysts, and (v) any other information or document prepared or approved by the Issuer for dissemination to purchasers or potential purchasers of the Notes. In addition, the Issuer shall provide CSI with such other information as CSI may reasonably request for the purpose of its ongoing credit review of the Issuer and Metropolitan.

(b) The Issuer recognizes that the accuracy and completeness of the Offering Materials are dependent upon the accuracy and completeness of the information obtained by CSI and; subject to Section 6(c) and Section 7 hereof, CSI shall not be responsible for any inaccuracy in any Offering Materials.

(c) Prior to the distribution of any Offering Materials, CSI will provide the Issuer with a copy thereof for the Issuer's approval. The Issuer shall promptly notify CSI in writing of the Issuer's approval or disapproval of any Offering Materials submitted to the Issuer for review. If the Issuer has not indicated its written approval, and has not indicated in writing the reasons why such approval cannot be given, by the 14th calendar day after the Offering Materials are delivered to the Issuer, the Offering Materials shall be deemed approved by the Issuer on such 14th day. Any such approval by the Issuer shall be deemed to be a representation by the Issuer that the Offering Materials (excluding any information furnished by CSI expressly for inclusion therein, as set forth in the sections thereof entitled "Chase Securities Inc. and its Affiliates" and "Additional Information") so approved do not contain an untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(d) The Issuer represents and warrants to CSI that the financial statements of the Issuer and Metropolitan to be delivered to CSI in accordance with this Section 6 are or will be in accordance with generally accepted accounting principles and practices in effect in the United States on the date such statements were or will be prepared and fairly do or will present the financial condition and operations of the Issuer at such date and the results of the Issuer's or Metropolitan's (as the case may be) operations for the period then ended.

(e) The Issuer shall notify CSI promptly after the Issuer has knowledge of(i) any event that would render any fact contained in the Issuer's or Metropolitan's most recent financial reports, as submitted to CSI, untrue or misleading, or (ii) any event relating to or affecting the Issuer or Metropolitan that would cause the Offering Materials then in use to include an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. In such event, the Issuer shall supply CSI promptly with such information as will correct such untrue or misleading statement or omission.

7. Indemnification.

(a) The Issuer shall indemnify CSI and its affiliates, their respective directors, officers, employees, and agents, and each person who controls CSI or its affiliates (as defined in Regulation S-X, 17 C.F.R. Part 210) and any successor thereto (CSI and each such person being and "Indemnified Person") from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Person may become subject under any applicable federal or state law, or otherwise, related to or arising out of any untrue statement or alleged untrue statement of a material fact contained in the Offering Materials, as approved by the Issuer and the Guarantor, or in any information (whether oral or written) or documents furnished or made available by the Issuer to offerees of the Notes or any of their representatives or the omission or the alleged omission to state therein a material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made, and shall promptly reimburse any Indemnified Person for all expenses (including, but not limited to, fees and disbursements external counsel), as they are incurred, in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such Indemnified Person is a party.

(b) Promptly after receipt by an Indemnified Person under this Section 7 of notice of any claim or the commencement of any action, the Indemnified Person shall, if a claim in respect thereof is to be made against the Issuer under this Section 7, notify the Issuer in writing of the claim or the commencement of that action; provided, however, that the failure to notify the Issuer shall not relieve it from any liability that the Issuer may have under this Section 7 except up to the extent of any actual prejudice suffered by the Issuer as a result of such failure; and, provided, further, that in no event shall the failure to notify the Issuer relieve it from any liability that the Issuer may have to an Indemnified Person otherwise than under this Section 7. If any such claim or action shall be brought against an Indemnified Person, and it notifies the Issuer thereof, the Issuer shall be entitled to participate therein and, to the extent that the Issuer wishes, to assume the defense thereof with counsel reasonably satisfactory to the Indemnified Person. After notice from the Issuer to the Indemnified Person of the Issuer's election to assume the defense of such claim or action, the Issuer shall not be liable to the Indemnified Person under this Section 7 for any legal or other expenses subsequently incurred by the Indemnified Person in connection with the defense thereof other than reasonable costs of investigation. The Issuer shall not be liable for any settlement of any such action effected without the Issuer's written consent (which consent shall not be unreasonably withheld) but, if settled with the Issuer's written consent or if there is a final judgment for the plaintiff in any such action, the Issuer shall indemnify and hold harmless any Indemnified Person from and against any loss or liability by reason of such settlement or judgment.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 7 is for any reason unavailable or insufficient to hold harmless an Indemnified Person, other than as expressly provided above, the Issuer and CSI shall contribute to the aggregate costs of satisfying such liability (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and CSI, on the other hand, or (ii) if the allocation provided by clause (i) above is not permitted by applicable

law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer on the one hand and CSI on the other with respect the statements or omissions which resulted in such loss, claim, damage or liability or action in respect thereof, as well as any other equitable considerations. The relative benefits received by the Issuer on the one hand and CSI on the other with respect to such offering shall be deemed to be in the same proportion as the aggregate proceeds to the Issuer of the Notes sold pursuant hereto (before deducting expenses) bear to the aggregate commissions and fees earned by CSI hereunder. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer on the one hand or CSI on the other, the intent of the parties, and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuer and CSI agree that it would not be just and equitable if contributions pursuant to this Section 7 were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an Indemnified Person as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 7 shall be deemed to include, for purposes of this Section 7, but not be limited to, any fees and disbursements of external counsel reasonably incurred by an Indemnified Person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7, the aggregate of all amounts paid by CSI pursuant to the foregoing shall not exceed the aggregate of the commissions and fees earned by CSI hereunder.

(d) The obligations of the Issuer in this Section 7 are in addition to any other liability that the Issuer may otherwise have.

(e) The provisions of this Section 7 shall survive the termination of this Agreement.

8. Choice of Forum.

Any suit, action or proceeding brought by the Issuer against CSI in connection with or arising out of this Agreement, any agreement, instrument or document entered into in connection with this Agreement, or the offer and sale of the Notes shall be brought solely in the Federal courts located in the Borough or Manhattan of the courts of the State of New York located in the Borough of Manhattan.

9. Notices.

All notices required under the terms and provisions hereof shall be in writing, delivered by hand, by mail (postage prepaid), or by telecopier or telegram, and any such notice shall be effective when received at the address specified below.

If to the Issuer:	If to CSI:
MetLife Funding, Inc. One Madison Avenue New York NY 10010-3690 Attention: Treasurer Fax No.: 212-578-0266	Chase Securities Inc. 270 Park Avenue, 9th Floor New York, New York 10017 Attention: Money Market Division Fax No.: 212-834-6560

or, if to any of the foregoing parties or their successors, at such other address as such party or successor may designate from time to time by notice duly given in accordance with the terms of this Section 9 to the other party hereto.

10. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.

11. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby and supersedes all prior agreements and understandings between the parties.

12. Amendment and Termination; Successors; Counterparts.

(a) The terms of this Agreement shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by both parties hereto. The Issuer or CSI may terminate this Agreement upon at least 60 days' written notice to the other, provided that such termination shall not affect the obligations of the parties hereunder with respect to Notes unpaid at the time of such termination or with respect to actions or events occurring prior to such termination.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither of the parties to this Agreement may assign, either in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other, and any such assignment without such consent shall be null and void. The foregoing notwithstanding, however, CSI may assign or transfer, either in whole or in part, any of its rights or obligations under this Agreement to any affiliate of CSI, upon at least 30 days' prior written notice to the Issuer.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

13. Captions.

The Captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

14. Severability of Provisions.

Any provisions of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity of such provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

METLIFE FUNDING, INC.

By: /s/ WILLIAM H. NUGENT

Name: William H. Nugent
Title: Vice President

CHASE SECURITIES INC.

By: /s/ EUGENE PICKENS

Name: Eugene Pickens
Title: Vice President

EXHIBIT 7
5/13/96

3(a)(3) COMMERCIAL PAPER AGREEMENT

This will confirm our arrangement whereby CS First Boston Corporation ("CS First Boston") will act as dealer in sales of commercial paper of MetLife Funding, Inc., a Delaware corporation (the "Company"). In that connection, CS First Boston may purchase such commercial paper from the Company as principal.

It is understood that the commercial paper will have a maturity at the time of issuance not to exceed nine months (exclusive of days of grace) and be denominated in notes (either in separate physical form or in global form ("book-entry notes") held through the facilities of The Depository Trust Company ("DTC")) not less than $100,000 each. Book-entry Notes will be represented by master notes registered in the name of a nominee of DTC and recorded in the book-entry system maintained by DTC. CS First Boston understands that, in connection with any issuance and sale of commercial paper by the Company, the Company has obtained the prior advice of its counsel that all action required by any regulatory body or bodies has been duly taken.

The Company has authorized the use of a Commercial Paper Memorandum ("Memorandum") prepared by CS First Boston on the basis of information furnished by the Company. Such Memorandum may be used in connection with the sale of the Company's commercial paper until the Company advises CS First Boston that an updated or revised Memorandum in a form approved by the Company should be substituted. The Company will promptly advise CS First Boston of any change in its ratings, its financial condition or the results of its operations which may make such updating or revision advisable, in which case the Company will cooperate in preparing such updated or revised Memorandum. CS First Boston is not authorized to and will not provide or distribute any other information concerning the Company without the Company's approval.

Each acceptance by the Company of an offer to purchase commercial paper notes pursuant to this Letter Agreement shall be deemed to constitute a representation and warranty to CS First Boston that (a) such notes, when issued, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, and (b) the Notes will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act"), by reason of Section 3(a)(3) thereof. The representations, warranties and understandings set forth in this paragraph and in the second paragraph of this Agreement shall survive any termination of this Agreement.

The Company has received an opinion of Debevoise & Plimpton to the effect that the commercial paper will be exempt from the registration requirements of the Act by reason of Section 3(a)(3) thereunder.

The Company agrees to furnish promptly to CS First Boston (mailed directly to the attention of Robert Ker), copies of all publicly distributed documents that CS First Boston may reasonably request.

The information described above shall be in addition to information provided to other individuals at CS First Boston or its affiliates. The Company also agrees to provide such other information as CS First Boston's Short-Term Finance Department may reasonably request.

The Company will notify CS First Boston promptly, to the attention of its Short-Term Finance Department, of any change in any of its debt ratings, any change in the aggregate size of its commercial paper program and any other development in its affairs or in the industry or industries in

which it is engaged which has or may be expected to have a material impact on the results of its operations, its financial condition or the marketability of its commercial paper.

This Agreement shall be governed by and construed in accordance with the law of the State of New York.

All communications and notices pursuant to this Agreement shall be in writing or confirmed in writing and shall be addressed (i) if to the Company, to MetLife Funding, Inc., One Madison Avenue New York, New York 10010, Attention: Treasurer, or at such other address as may from time to time be designated by notice by the Company in writing; and (ii) if to CS First Boston, to CS First Boston at Park Avenue Plaza, New York, New York 10055, Attention: Short-Term Finance Department, or at such other address as many from time to time be designated by notice by CS First Boston in writing.

This Agreement may be terminated by the Company or by CS First Boston upon one business day's written notice to the other party hereto; provided, however, that any such termination shall not affect any provisions that this Agreement provides shall survive any termination and such provisions shall continue in effect following any such termination.

METLIFE FUNDING, INC.

By /s/ Illegible

Title Treasurer

Date 5/16/96

CS FIRST BOSTON CORPORATION

By /s/ Illegible

Title Director

Date May 13,1996

Exhibit 8

Joint Filing Agreement

In accordance with Rule 13d-1(k)(1) of Regulation 13D-G of the Securities Exchange Act of 1934, the persons or entities below agree to the joint filing on behalf of each of them of the Statement on Schedule 13D (including any and all amendments thereto) with respect to the Common Stock of Reinsurance Group of America, Incorporated, and agree that such statement is, and any amendments thereto filed by any of them will be, filed on behalf of each of them, and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filings.

In evidence thereof the undersigned hereby execute this Agreement this 14th day of January, 2000.

METROPOLITAN LIFE INSURANCE COMPANY

By: /s/ Dorothy L. Murray

Name: Dorothy L. Murray
Title: Asst. VP

GENAMERICA CORPORATION

By: /s/ Robert J. Banstetter

Name: Robert J. Banstetter
Title: Vice President, General Counsel and Secretary

GENERAL AMERICAN LIFE INSURANCE COMPANY

By: /s/ Robert J. Banstetter

Name: Robert J. Banstetter
Title: Vice President, General Counsel and Secretary

EQUITY INTERMEDIARY COMPANY

By: /s/ Matthew P. McCauley

Name: Matthew P. McCauley
Title: Director, Vice President, General Counsel and Secretary