

SERFF Tracking Number: PRUD-125917123 State: Arkansas  
Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 40975  
Company Tracking Number: END-BENE(2/09)  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: END-BENE(2/09)  
Project Name/Number: END-BENE(2/09)/END-BENE(2/09)

## Filing at a Glance

Company: Prudential Annuities Life Assurance Corporation

Product Name: END-BENE(2/09) SERFF Tr Num: PRUD-125917123 State: ArkansasLH

TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed State Tr Num: 40975  
Variable and Variable

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: END-BENE(2/09) State Status: Approved-Closed

Filing Type: Form Co Status: IFSA Reviewer(s): Linda Bird

Authors: John Witteman, Anthony Disposition Date: 12/02/2008

Pereira, Carolyn Cargnel, Pamela

Bonaparte-Golding

Date Submitted: 11/24/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: END-BENE(2/09)

Project Number: END-BENE(2/09)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 12/02/2008

State Status Changed: 12/02/2008

Corresponding Filing Tracking Number:

Filing Description:

VIA SERFF

November 25, 2008

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Group Market Type: Discretionary

Deemer Date:

Honorable Julia Benafield Bowman, Insurance Commissioner

SERFF Tracking Number: PRUD-125917123 State: Arkansas  
Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 40975  
Company Tracking Number: END-BENE(2/09)  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: END-BENE(2/09)  
Project Name/Number: END-BENE(2/09)/END-BENE(2/09)

Life and Health Division  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201

Attn: Claudia Meeks, Rates and Form Filings

RE: Prudential Annuities Life Assurance Corporation ("Prudential Annuities," "we," "us")  
NAIC #86630 FEIN # 06-1241288

Forms Submitted for Approval:

Endorsement Form END-BENE(2/09)  
Endorsement Form END-IRABEN(2/09)  
Endorsement Form END-ROTHBEN(2/09)  
Schedule Page APEX2-DCD/CRT(2/09)-03  
Schedule Page ASAP3-DCD/CRT(2/09)-03  
Schedule Page ASL2-DCD/CRT(2/09)-03  
Schedule Page ASL-DCD/CRT(2/09)-03  
Schedule Page XT-DCD/CRT(2/09)-03  
Annuity Application Form IBVAA(2/09)

Dear Ms. Meeks:

Prudential Annuities respectfully submits the referenced forms and annuity application for your approval.

The purpose of each referenced Endorsement Form is to allow us to receive the death benefit proceeds from another company's investment vehicle and to pay out the death proceeds to the decedent's beneficiary over the beneficiary's life expectancy, via one of our annuity certificates. The annuity we issue to the decedent's beneficiary is often referred to as an "inherited beneficiary" annuity or a "stretch" annuity. The advantage of an inherited beneficiary annuity is that it permits the beneficiary the flexibility to draw from the invested proceeds over his or her life expectancy, as much and as often as he or she wants, provided that the beneficiary withdraws at least the IRS-mandated minimum amount annually.

SERFF Tracking Number: PRUD-125917123 State: Arkansas  
Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 40975  
Company Tracking Number: END-BENE(2/09)  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: END-BENE(2/09)  
Project Name/Number: END-BENE(2/09)/END-BENE(2/09)

The enclosed Endorsement Forms will be used with our annuity certificates previously approved by the Department with which the endorsement's use is appropriate. Endorsement Form END-BENE(2/09) will be used when the death benefit proceeds are received from another insurer's non-qualified annuity contract. Endorsement Form END-IRABEN(2/09) will be used when the death benefit proceeds are received from another company's qualified investment vehicle or annuity contract (other than a Roth IRA). Likewise, Endorsement Form END-ROTHBEN(2/09) will be used when the death benefit proceeds are received from another company's Roth IRA account or annuity contract.

Schedule Pages APEX2-DCD/CRT(2/09)-03, ASAP3-DCD/CRT(2/09)-03, ASL2-DCD/CRT(2/09)-03, ASL-DCD/CRT(2/09)-03, and XT-DCD/CRT(2/09)-03 will be used with our previously-approved annuity certificates when they have been endorsed with one of the endorsements described in the preceding paragraph. These Schedule Pages replace the current Page 3 in our previously-approved annuity certificates, allowing for the designation of: the Participant as the "Decedent for the benefit of (FBO) the beneficiary," and the Key Life whose life expectancy is the basis for determining payments under the beneficiary annuity.

The enclosed application form IBVAA(2/09) will be used when the decedent's beneficiary applies for one of our beneficiary annuities.

Any brackets in the enclosed Endorsement or Application indicate that we reserve the right to change the information shown within brackets, without re-filing with your Department, based on new business requirement and any specific classifications of annuity holders to which we wish to offer these benefits. Statements of Variable Material are included with this filing to describe how variable information may change. Any brackets in the enclosed Schedule Pages designate variable material that varies by Annuity purchaser.

Please note that any certifications or other materials Prudential Annuities believes you require are enclosed. Prudential Annuities believes that federal law exempts these forms from any "Flesch score" or readability requirements in your statutes or regulations. Unless otherwise informed, Prudential Annuities reserves the right to alter the pagination, layout, including sequential order, color, and typeface of these forms. Prudential Annuities confirms any such change will be in conformance with your State's filing requirements.

Please contact the undersigned as indicated below if you have any questions or require additional information.

SERFF Tracking Number: PRUD-125917123 State: Arkansas  
Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 40975  
Company Tracking Number: END-BENE(2/09)  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: END-BENE(2/09)  
Project Name/Number: END-BENE(2/09)/END-BENE(2/09)

Very truly yours,

Pamela Bonaparte-Golding  
Contract Specialist  
Phone: (203) 944-7544  
Email: pamela.bonaparte-golding@prudential.com  
Fax: (203) 944-7737  
Enclosures

## Company and Contact

### Filing Contact Information

Anthony Pereira, Senior Compliance Analyst Anthony.Pereira@Prudential.com  
One Corporate Drive (800) 628-6039 [Phone]  
Shelton, CT 06484 (203) 944-7510[FAX]

### Filing Company Information

Prudential Annuities Life Assurance CoCode: 86630 State of Domicile: Connecticut  
Corporation  
One Corporate Drive Group Code: 304 Company Type: Life  
P.O. Box 883  
Shelton, CT 06484 Group Name: Prudential Annuities State ID Number:  
(800) 628-6039 ext. [Phone] FEIN Number: 06-1241288  
-----

## Filing Fees

Fee Required? Yes  
Fee Amount: \$180.00  
Retaliatory? No  
Fee Explanation: 9 x 20.00  
Per Company: No

SERFF Tracking Number: PRUD-125917123 State: Arkansas  
Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 40975  
Company Tracking Number: END-BENE(2/09)  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: END-BENE(2/09)  
Project Name/Number: END-BENE(2/09)/END-BENE(2/09)

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Prudential Annuities Life Assurance Corporation	\$180.00	11/24/2008	24116445

SERFF Tracking Number: PRUD-125917123 State: Arkansas  
Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 40975  
Company Tracking Number: END-BENE(2/09)  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: END-BENE(2/09)  
Project Name/Number: END-BENE(2/09)/END-BENE(2/09)

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/02/2008	12/02/2008

*SERFF Tracking Number:* PRUD-125917123                      *State:* Arkansas  
*Filing Company:* Prudential Annuities Life Assurance Corporation *State Tracking Number:* 40975  
*Company Tracking Number:* END-BENE(2/09)  
*TOI:* A02.1G Group Annuities - Deferred Non-                      *Sub-TOI:* A02.1G.002 Flexible Premium  
Variable and Variable  
*Product Name:* END-BENE(2/09)  
*Project Name/Number:* END-BENE(2/09)/END-BENE(2/09)

## **Disposition**

Disposition Date: 12/02/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-125917123 State: Arkansas  
 Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 40975  
 Company Tracking Number: END-BENE(2/09)  
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
 Variable and Variable  
 Product Name: END-BENE(2/09)  
 Project Name/Number: END-BENE(2/09)/END-BENE(2/09)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	AK filing fee form		Yes
Form	BENEFICIARY ANNUITY ENDORSEMENT		Yes
Form	BENEFICIARY INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT		Yes
Form	BENEFICIARY ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	SCHEDULE PAGE		Yes
Form	BENEFICIARY VARIABLE ANNUITY APPLICATION		Yes

SERFF Tracking Number: PRUD-125917123 State: Arkansas  
 Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 40975  
 Company Tracking Number: END-BENE(2/09)  
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
 Variable and Variable  
 Product Name: END-BENE(2/09)  
 Project Name/Number: END-BENE(2/09)/END-BENE(2/09)

## Form Schedule

Lead Form Number: END-BENE(2/09)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	END-BENE(2/09)	Certificate	BENEFICIARY AMENDMENT, Insert Page, Endorsement or Rider	Initial		0	END-BENE_2-09_.pdf
	END-IRABEN(2/09)	Certificate	BENEFICIARY AMENDMENT, Insert Page, Endorsement or Rider	Initial		0	END-IRABEN_2-09_.pdf
	END-ROTHBEN(2/09)	Certificate	BENEFICIARY AMENDMENT, Insert Page, Endorsement or Rider	Initial		0	END-ROTHBEN_2-09_.pdf
	APEX2-DCD/CRT(2/09)-03	Schedule	SCHEDULE PAGE	Initial		0	APEX2-DCD-CRT_2-09_.pdf
	ASAP3-DCD/CRT(2/09)-03	Schedule	SCHEDULE PAGE	Initial		0	ASAP3-DCD-CRT_2-09_.pdf
	ASL2-DCD/CRT(2/09)-03	Schedule	SCHEDULE PAGE	Initial		0	ASL2-DCD-CRT_2-09_-03.pdf
	ASL-DCD/CRT(2/09)-03	Schedule	SCHEDULE PAGE	Initial		0	ASL-DCD-CRT_2-09_-03.pdf
	XT-	Schedule	SCHEDULE PAGE	Initial		0	XT-DCD-





**PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION**  
(A Prudential Financial Company)  
**[ONE CORPORATE DRIVE  
SHELTON, CONNECTICUT 06484]**

(A Stock Company)

**BENEFICIARY ANNUITY ENDORSEMENT**

This Beneficiary Annuity Endorsement ("Endorsement") is made a part of your Annuity. For purposes of this Endorsement, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Endorsement conflict the provisions of this Endorsement shall control. Except to the extent modified by this Endorsement, the provisions of your Annuity remain in effect. Capitalized terms used in this Endorsement that are not otherwise defined in this Endorsement are defined in your Annuity.

This Endorsement amends your Annuity to allow a Beneficial Owner (defined below) who receives a single payment of death proceeds from another annuity to allocate such death proceeds in an Annuity issued by us, rather than receive those proceeds in a lump sum. In doing so, the Beneficial Owner must take at least the required distributions calculated over the life expectancy of the Key Life (defined below) as required by law.

**Rights and Designations**

The following designations are subject to our rules and to various regulatory or statutory requirements depending on the use of the Annuity. Certain designations are required, as indicated below.

**Beneficial Owner:** The individual or trust that acquired an interest in the death benefit proceeds, referenced above, as a result of the death of the Decedent (defined below). We reserve the right to restrict the types of trusts that we accept, based on our rules. The Beneficial Owner is the individual or trust whose name follows the phrase "for the benefit of (FBO)" next to the Owner/Participant designation in the Schedule of your Annuity. In this Endorsement, the Beneficial Owner is also referred to as "you" or "your." We will accept only one Beneficial Owner under this Annuity.

You may exercise the rights, options and privileges granted in this Endorsement or permitted by us once this Endorsement is issued. This Endorsement and the Annuity to which it is attached are maintained for the exclusive benefit of you and any Successor. You may not sell, assign, discount or pledge this Annuity for a loan, as security for performance of an obligation or for any other purpose to any person. The requirements of this section shall not be deemed to preclude a transfer to a spouse or former spouse under a divorce or separation instrument to the extent permitted under applicable law.

**Decedent:** The person whose death triggered the payment of death proceeds of an annuity of which you are a beneficiary. The Decedent is the person whose name precedes the phrase "for the benefit of (FBO)" next to the Owner/Participant designation in the Schedule of your Annuity.

**Key Life:** The Key Life is the person whose life expectancy is used to determine payments under this Endorsement. The Key Life may not be changed. You may not name a contingent Key Life.

If the Beneficial Owner is an individual, the Key Life must be the Beneficial Owner (unless the death proceeds establishing this Annuity are transferred from another beneficiary annuity in which case the Key Life must be the same individual on whose life distributions were based under the prior beneficiary annuity). If the Beneficial Owner is a trust other than a grantor trust, the Key Life must be the oldest beneficiary designated under the trust agreement. If the Beneficial Owner is a grantor trust, the grantor must be the Key Life.

**Successor:** You may name one or more primary Successor(s) and contingent Successor(s). Unless you indicated that a prior choice was irrevocable, you may request to change Successor designations by sending a request In Writing. Such changes will be subject to our acceptance. If you make such a designation, upon the death of the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust), ownership rights shall be transferred in equal shares to the survivors in the primary Successor class, unless you request otherwise In Writing. If there are no survivors in the primary Successor class, then ownership rights shall be transferred in equal shares to the survivors in the contingent Successor class, unless you request otherwise In Writing. The term "Successor" may be substituted by the term "Beneficiary" or "Contingent Beneficiary" in certain administrative forms and confirmation statements. If an estate is the Beneficial Owner, there is no death benefit payable under this Annuity and no Successors may be named.

Upon our receipt In Writing of due proof of death of the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust) and all representations or administrative forms we require or which are mandated by applicable law or regulation, ownership rights to your Annuity are terminated, and the Successor(s) is entitled to the Death Benefit payable under this Annuity.

A Successor may elect to enter into a beneficiary settlement agreement we may offer; however, any remaining payments must continue to be calculated on the life expectancy of the Key Life. We reserve the right to issue one or more additional beneficiary settlement agreements we make available to the Successor(s) in order to facilitate the transfer of ownership rights. If we issue one or more beneficiary settlement agreements to the Successor(s), the death benefit, as described below in the provision entitled "Distributions," will be transferred to each new beneficiary settlement agreement in proportion to the Successor's ownership interest. Alternatively, the Death Benefit may be paid in a lump sum.

If any Successor dies with the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust) in a common disaster, it must be proved to our satisfaction that the Key Life died first. Unless information provided indicates otherwise, the Annuity is treated as though the Successor died first.

**Additional Terms:** For the purposes of this Endorsement, "In Writing" also means "in Good Order."

**Death Report Date:** The Valuation Day coincident with or next following the day on which we have received (1) due proof of death of the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust) and (2) a request In Writing for an election of a single sum payment or a beneficiary settlement agreement we may make available.

**Purchase Payments Limitation:** All contributions must be received in the form of a transfer of assets (i.e., 1035 exchange and as permitted under applicable sections of the Internal Revenue Code). Each Annuity will be permitted to receive exactly one Purchase Payment. There will be no consolidation of multiple contributions on or after the Issue Date, and no additional Purchase Payments can be made subsequent to the Issue Date.

In the event that a disbursing company issues a second check to represent additional interest on the initial death proceeds, we may apply the proceeds to the Annuity as an initial Purchase Payment, even if the funds are applied after the Issue Date. However, we reserve the right to not accept any proceeds received in our Office which interfere with our ability to begin distributions in compliance with applicable law.

**Investment Options:** The Investment Allocations and Transfer provisions of the Annuity to which this Endorsement attaches are applicable to you as the Beneficial Owner.

**Distributions:** You must begin payments within one year of the date of death of the Decedent and the payments must be distributed over a period not to exceed the life expectancy of the Key Life. Life expectancy is determined using the Single Life Table in Table 1 of IRS Publication 590 ("Table 1"). The amount distributed will be determined by taking the Account Value as of December 31 of the prior calendar year, divided by a factor as described below.

For any Key Life who is not the spouse of the Decedent, and by default for any Key Life who is the spouse of the Decedent who does not elect the calculation method described below, the factor will be that associated with the life expectancy of the Key Life based on his or her attained age during the calendar year in which distributions are required to begin. Payments for any subsequent calendar year shall be calculated based on such life expectancy reduced by one for each calendar year which has elapsed since the calendar year life expectancy was first calculated.

For any Key Life who is the spouse of the Decedent, you may elect to have the distribution amount recalculated every year using Table 1 based upon the current age of the Key Life.

You may elect a specific payment date and payment frequency we make available which may include annual, semi-annual, quarterly, and monthly payment options. If you do not elect a specific payment date, or if you elect a specified date beyond the one-year anniversary date of the death of the Decedent, we will process payments in compliance with applicable law. Unless you provide us with alternate instructions, each Required Distribution will be taken pro-rata from the allocation options you select. Your selection may be subject to any investment and/or withdrawal limitations applicable to any benefit or program in which you participate under the Annuity. However, the portion of any Required Distribution that can be taken from any Fixed Rate Options or Market Value Adjusted Fixed "MVA" Options may not exceed the then current ratio between your Account Value in all Fixed Rate Options or MVA Options you maintain and your total Account Value. The liquidity factor in the MVA formula shown in your Annuity is not applied to any portion of Required Distributions taken from MVA Options.

No contingent deferred sales charge is assessed against amounts withdrawn as part of a program designed to distribute Required Distributions over your life expectancy (or, other applicable measuring life), but only to the extent of the Required Distribution at the time it is taken. Contingent deferred sales charges may apply to additional amounts withdrawn. Amounts withdrawn as required distributions are considered to come first from the amounts available as a free withdrawal as of the date of the yearly calculation of the required distribution amount.

**Surrender:** Surrender of this Annuity is permitted. You must send your surrender request In Writing to our Office. The amount payable is the then current Surrender Value.

**Annuitization:** Because you have established this Annuity as a Beneficiary Annuity, you are not permitted to annuitize as described in your Annuity. Therefore, pursuant to this Endorsement, all references to and provisions related to annuitization in your Annuity are hereby deleted.

**Owner Information:** The Owner agrees to provide the Issuer with all information necessary to prepare any reports required by law, including but not limited to, federal and state tax reporting and withholding laws.

**Spousal Continuation:** Pursuant to this Endorsement, any spousal continuation provision of your Annuity is hereby deleted.

**PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION**



Secretary

**PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION**  
(A Prudential Financial Company)  
**[ONE CORPORATE DRIVE  
SHELTON, CONNECTICUT 06484]**

(A Stock Company)

**BENEFICIARY  
INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This Endorsement is made a part of your Annuity. If the terms of this Endorsement conflict with the Annuity (including any schedules, endorsements, riders or amendments that are made a part of your Annuity), the provisions of this Endorsement shall control. Except to the extent modified by this Endorsement, the provisions of your Annuity remain in effect. Capitalized terms used in this Endorsement that are not otherwise defined in this Endorsement are defined in your Annuity.

You are establishing with Pruco Life Insurance Company ("Issuer") a beneficiary individual retirement annuity ("Beneficiary IRA") within the meaning of Section 408(d)(3)(C) of the Internal Revenue Code of 1986, as amended (the "Code") provided, however, that if you are a spouse beneficiary, this Beneficiary IRA shall be established under Section 408(b) of the Code, subject to the limitations specified herein.

This Endorsement contains numerous references to various Code sections, Income Tax Regulations and Internal Revenue Service ("IRS") rulings and notices. Such references are subject to change and this Endorsement will follow the most current guidelines. Capitalized terms are as defined in the Annuity or this Endorsement. Any reference to specific limits, definitions, or tables under the Code or Income Tax Regulations shall include any applicable successor or replacement limit, definition, or table.

We may amend your Annuity or this Endorsement to comply with applicable tax requirements. Your consent to any such changes will be sought only if required by the state in which the Annuity was issued. Should you not consent to such changes, you may not continue the Annuity as a Beneficiary IRA. This Endorsement supersedes any previous individual retirement annuity Endorsement that may have been provided with your Annuity, including another Beneficiary IRA Endorsement. Your Annuity and this Endorsement do not constitute a plan document.

Should you exercise the Right to Cancel provision of your Annuity within seven (7) days after you receive your Annuity, you will receive a refund. The refund will be equal to the greater of: (1) a full refund of the Purchase Payment and (2) the current Account Value of the Annuity. After seven (7) days, the terms of your right to cancel will revert back to the terms of the Right to Cancel provision of your Annuity. Please refer to the Right to Cancel provision of your Annuity for additional information.

**Rights and Designations**

The following designations are subject to our rules and to various regulatory or statutory requirements depending on the use of the Annuity. Certain designations are required, as indicated below.

**Beneficial Owner:** A beneficiary of benefits under an Eligible Retirement Plan upon the death of the plan participant. In this Endorsement, the Beneficial Owner is also referred to as "you" or "your." The Beneficial Owner is the individual, trust or estate whose name follows the phrase "for the benefit of (FBO)" next to the Owner/Participant designation in the Schedule of your Annuity. We reserve the right to restrict the types of trusts and estates that we accept, based on our rules. We will accept only one Beneficial Owner under this Annuity.

You may exercise the rights, options and privileges granted in this Endorsement or permitted by us once this Endorsement is issued. This Endorsement and the Annuity to which it is attached are maintained for the exclusive benefit of you and any Successor. You may not sell, assign, discount or pledge this Annuity

for a loan, as security for performance of an obligation or for any other purpose to any person. The requirements of this section shall not be deemed to preclude a transfer to a spouse or former spouse under a divorce or separation instrument to the extent permitted under applicable law.

**Decedent:** The individual who dies with benefits under an Eligible Retirement Plan with respect to which you are the beneficiary. The Decedent is the person whose name precedes the phrase “for the benefit of (FBO)” next to the Owner/Participant designation in the Schedule of your Annuity.

**Eligible Retirement Plan:** A retirement plan as defined in Section 402(c)(8)(B) of the Code.

**Key Life:** The Key Life is the person whose life expectancy is used to determine payments under this Endorsement. The Key Life may not be changed. You may not name a contingent Key Life.

If the Beneficial Owner is an individual, the Key Life must be the Beneficial Owner (unless the death proceeds establishing this Annuity are transferred from another beneficiary annuity in which case the Key Life must be the same individual on whose life distributions were based under the prior beneficiary annuity). If the Beneficial Owner is a trust other than a grantor trust, the Key Life must be the oldest beneficiary designated under the trust agreement. If the Beneficial Owner is a grantor trust, the grantor must be the Key Life. If the Beneficial Owner is an estate, the Key Life must be the decedent based on the Decedent’s age at the time of death.

**Successor:** You may name one or more a primary Successor(s) and contingent Successor(s). Unless you indicated that a prior choice was irrevocable, you may request to change Successor designations by sending a request In Writing. Such changes will be subject to our acceptance. If you make such a designation, upon the death of the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust), ownership rights shall be transferred in equal shares to the survivors in the primary Successor class, unless you request otherwise In Writing. If there are no survivors in the primary Successor class, then ownership rights shall be transferred in equal shares to the survivors in the contingent Successor class, unless you request otherwise In Writing. The term “Successor” may be substituted by the term “Beneficiary” or “Contingent Beneficiary” in certain administrative forms and confirmation statements. If an estate is the Beneficial Owner, there is no death benefit payable under this Annuity and no Successors may be named.

Upon our receipt In Writing of due proof of death of the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust) and all representations or administrative forms we require or which are mandated by applicable law or regulation, ownership rights to your Annuity are terminated, and the Successor(s) is entitled to the Death Benefit payable under this Annuity.

A Successor may elect to enter into a beneficiary settlement agreement we may offer; however, any remaining payments must continue to be calculated on the life expectancy of the Key Life. We reserve the right to issue one or more additional beneficiary settlement agreements we make available to the Successor(s) in order to facilitate the transfer of ownership rights. If we issue one or more beneficiary settlement agreements to the Successor(s), the death benefit, as described below in the provision entitled “Distributions”, will be transferred to each new beneficiary settlement agreement in proportion to the Successor’s ownership interest. Alternatively, the Death Benefit may be paid in a lump sum.

If any Successor dies with the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust) in a common disaster, it must be proved to our satisfaction that the Key Life died first. Unless information provided indicates otherwise, the Annuity is treated as though the Successor died first.

**Additional Terms:** For the purposes of this Endorsement, “In Writing” also means “in Good Order.”

## **CODE AND OTHER RESTRICTIONS**

1. **Beneficial Owner Requirements.** You are only eligible to establish a Beneficiary IRA hereunder if each of the following requirements is satisfied:

- a. You are the sole beneficiary of the Decedent or you are one of multiple beneficiaries of the Decedent and separate accounts have been timely established in accordance with Section 1.401(a)(9)-8 Q&As 2 and 3 of the Income Tax Regulations for purposes of calculating required minimum distributions under Section 401(a)(9) of the Code on the basis of each separate account and each beneficiary thereof;
  - b. The Decedent's death occurred prior to the Decedent's annuitization under the Eligible Retirement Plan or prior to the Decedent otherwise commencing payment under the Eligible Retirement Plan in the form of an annuity;
  - c. You have not annuitized your death benefit under the Eligible Retirement Plan or otherwise commenced payment of the death benefits under the Eligible Retirement Plan in the form of an annuity; and
  - d. If the Decedent's death occurs before the Decedent's "required beginning date" as such term is defined in Section 401(a)(9)(C) of the Code and corresponding Income Tax Regulations, you have either timely elected to receive payments over your life expectancy (or the life expectancy of the oldest trust beneficiary, in the case of a trust Beneficial Owner described below in "Transfers from Employer Retirement Plans") or some shorter period in accordance with Section 401(a)(9)(B)(iii) or (v) of the Code, as applicable, and corresponding Income Tax Regulations or you are establishing this Beneficiary IRA before the dates specified therein.
2. **Prohibition of Loans.** Loans are not available. Any loan provision of your Annuity of which this Endorsement is made a part is hereby deleted.
  3. **Fixed Premiums.** This Beneficiary IRA does not require fixed premiums.
  4. **Annuitization.** Because you have established this Annuity as a Beneficiary IRA, you are not permitted to annuitize as described in your Annuity. Therefore, pursuant to this Endorsement, all references to and provisions related to annuitization in your Annuity are hereby deleted.

#### **TRANSFERS TO YOUR BENEFICIARY IRA**

1. **General Rule.** This Beneficiary IRA shall be funded solely with amounts attributable to a Decedent's benefit under an Eligible Retirement Plan to which you are entitled as the Decedent's beneficiary thereunder. The Investment Allocation and Transfer provisions of the Annuity to which this Endorsement attaches are applicable to you as the Beneficial Owner of this Beneficiary IRA.
2. **Beneficiary IRA Title.** The Beneficiary IRA shall be titled in the name of the Decedent for the benefit of you or in such other manner permitted under applicable law.
3. **Transfer from Traditional IRA.** If you are the beneficiary of an Eligible Retirement Plan specified in the Section 402(c)(8)(B) of the Code as a traditional individual retirement account or traditional individual retirement annuity, the Beneficiary IRA may be funded solely by a direct transfer in accordance with applicable law of the Decedent's benefit or the proceeds thereof under the specified Eligible Retirement Plan to which you are entitled as the Decedent's beneficiary thereunder; provided however, that if you are the Decedent's spouse, you may fund the Beneficiary IRA by means of a rollover contribution in accordance with Section 408(d)(3) of the Code of such benefits or proceeds.
4. **Transfer from Employer Retirement Plan.** If you are the beneficiary under an Eligible Retirement Plan, specified in Section 402(c)(8)(B) of the Code as an employees' trust described in Section 401(a) of the Code which is exempt from tax under Section 501(a) of the Code, as an annuity plan described in Section 403(a) of the Code, as an annuity contract described in Section 403(b) of the Code or as an eligible deferred compensation plan described in Section 457(b) of the Code which is

maintained by an eligible employer described in Section 457(e)(1)(A) of the Code and you are an individual who is not the Decedent's Spouse, but you are a designated beneficiary as defined in Section 401(a)(9)(E) of the Code and corresponding Income Tax Regulations or you are the trustee of a trust described in Section 1.401(a)(9)-4 Q&A A-5 of the Income Tax Regulations with only individuals as beneficiaries thereof who are designated beneficiaries as defined in Section 401(a)(9)(E) of the Code and corresponding Income Tax Regulations, you may fund the Beneficiary IRA solely by a direct transfer of a Decedent's benefit or the proceeds thereof under the specified Eligible Retirement Plan to which you are entitled thereunder in accordance with Section 402(c)(11) of the Code. If you are the Decedent's Spouse, you may fund the Beneficiary IRA by means of a rollover contribution to the Beneficiary IRA in accordance with Section 402(c)(9) of the Code of such benefits or proceeds, to the extent permitted under applicable law.

5. **Sole Transfers and Rollover Contributions.** Only one transfer or rollover contribution as set forth in this "Transfers to Your Beneficiary IRA" section may be made to this Beneficiary IRA. No additional transfers or contributions may be made to this Beneficiary IRA after the initial such transfer or rollover contribution. We are not responsible for determining whether any transfer or contribution made to the Beneficiary IRA is permissible or satisfies all applicable legal requirements. No other type of transfer or contribution is permitted to be made to this Beneficiary IRA, including, without limitation, contributions described in Section 408(b)(2)(B) of the Code. This Beneficiary IRA may not be used by a Decedent's spouse to establish an individual retirement annuity in his or her own name upon the death of the Decedent.

## DISTRIBUTIONS

1. **General Rule for Required Distributions.** Required distributions ("Required Distributions") shall be made to you (or to your Successor after your death) in accordance with the requirements of Code section 408(b)(3), the corresponding Income Tax Regulations (the provisions of which are incorporated herein by reference) and additional IRS guidance, including, with respect to a Beneficiary IRA funded through a direct transfer from an Eligible Retirement Plan specified in Section 402(c)(8)(B)(iii), (iv) or (v) of the Code on behalf of a non-spouse beneficiary thereof, IRS Notice 2007-7, that apply to beneficiaries after the death of the Decedent whose retirement benefits were used to fund the Beneficiary IRA. You (and upon your death, your Successor) are solely responsible for requesting any Required Distribution required under this Distributions section.
2. **No Aggregate Required Distributions.** Required Distributions must be calculated separately for each Beneficiary IRA of which you are the Beneficial Owner. You may not satisfy Required Distributions for this Beneficiary IRA by taking distributions from any other Beneficiary IRA.
3. **Required Distribution Payment Options.** You may elect a specific payment date and payment frequency we make available which may include annual, semi-annual, quarterly, and monthly payment options. Required Distributions must be made in intervals of no longer than one year. Unless you provide us with alternate instructions, each Required Distribution will be taken pro-rata from the allocation options you select. Your selection may be subject to any investment and/or withdrawal limitations applicable to any benefit or program in which you participate under the Annuity. However, the portion of any Required Distribution that can be taken from any Fixed Rate Options or Market Value Adjusted Fixed "MVA" Options may not exceed the then current ratio between your Account Value in all Fixed Rate Options or MVA Options you maintain and your total Account Value. The liquidity factor in the MVA formula shown in your Annuity is not applied to any portion of Required Distributions taken from MVA Options.
4. **Impact of Contingent Deferred Sales Charge.** No contingent deferred sales charge is assessed against amounts withdrawn as part of a program designed to distribute Required Distributions over your life expectancy (or, other applicable measuring life), but only to the extent of the Required Distribution at the time it is taken. The contingent deferred sales charge may apply to additional amounts withdrawn. Amounts withdrawn as Required Distributions are considered to come first from

the amounts available as a free withdrawal as of the date of the yearly calculation of the Required Distribution amount.

5. **Required Distributions -- Decedent's Death On or After the Required Beginning Date.** If the Decedent's death occurred on or after the Decedent's "required beginning date" as such term is defined in Section 401(a)(9)(C) of the Code and corresponding Income Tax Regulations, the remaining portion of the Decedent's interest will be distributed at least as rapidly as follows:
- a. **Non-Spouse Beneficiary.** If you are not the Decedent's surviving spouse (or, you are the Decedent's spouse, but not the sole beneficiary of the Decedent's Eligible Retirement Plan benefit), the remaining interest will be distributed over the Key Life's remaining life expectancy with such life expectancy determined using the Key Life's age as of the Key Life's birthday in the calendar year following the calendar year of the Decedent's death, or over a period described in Section 5(c) below, if longer.
  - b. **Spouse Beneficiary.** If you are the surviving spouse of the Decedent and the sole beneficiary of the Decedent's Eligible Retirement Plan benefit, the remaining interest will be distributed over your life expectancy or over the period described in Section 5(c) below, if longer. Any interest remaining after your death will be distributed over your remaining life expectancy determined using your age as of your birthday in the calendar year of your death, or if the distributions are being made over the period described in Section 5(c) below, over such period.
  - c. **No Designated Beneficiary.** If there is no designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code and corresponding Income Tax Regulations, or if applicable by operation of Section 5(a) or 5(b) above, the remaining interest will be distributed over the Decedent's remaining life expectancy determined using the Decedent's age as of the Decedent's birthday in the calendar year of the Decedent's death.
  - d. **Required Distribution Calculation.** The amount to be distributed each year under Section 5(a), (b), or (c) beginning with the calendar year following the calendar of the Decedent's death, is the quotient obtained by dividing the value of the Beneficiary IRA as of the end of the preceding year by the remaining life expectancy specified in such Section. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations.
  - e. **Remaining Life Expectancy.** If distributions are being made to you as the surviving spouse of the Decedent and as the sole beneficiary of the Decedent's Eligible Retirement Plan benefit, your remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to your age in the applicable year. In all other cases, remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to the Key Life's age in the calendar year specified in Section 5(a), (b) or (c) and reduced by 1 for each subsequent year. In most cases, distributions under any option chosen can be taken more rapidly than is required under the Code.
  - f. **Interest Defined** – The "interest" in the Annuity includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Section 1.408-8 of the Income Tax Regulations. Also, except for acceleration, the "interest" in the Annuity includes the actuarial value of any other benefits provided under the Annuity, such as guaranteed death benefits, unless otherwise provided by applicable federal tax law.
6. **Required Distributions – Decedent's Death Before the Required Beginning Date.** If the Decedent's death occurred before the Decedent's "required beginning date" as such term is defined in Section 401(a)(9)(C) of the Code and corresponding Income Tax Regulations, the entire interest in

the Beneficiary IRA may be distributed more rapidly but will be distributed at least as rapidly as follows:

- a. **Non-Spouse Beneficiary** – If you are not the Decedent's surviving spouse (or, you are the Decedent's spouse, but not the sole beneficiary of the Decedent's Eligible Retirement Plan benefit), the entire interest will be distributed to you starting by the end of the calendar year following the calendar year of the Decedent's death, over the applicable life expectancy, determined using the Key Life's age as of the Key Life's birthday in the calendar year following the calendar year in which the Decedent died.
  - b. **Spousal Beneficiary** - If you are the surviving spouse of the Decedent and the sole beneficiary of the Decedent's Eligible Retirement Plan benefit, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Decedent's death (or by the end of the calendar year in which the Decedent would have attained age 70 ½, if later), over your life. If you die before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over your Successor Beneficiary's remaining life expectancy determined using such Successor Beneficiary's age as of his or her birthday in the calendar year following your death. If you die after distributions are required to begin to you, any remaining interest will be distributed over your remaining life expectancy determined using your age as of your birthday in the year of death.
  - c. **Distribution Calculation** - The amount to be distributed each year under Section 6(a) or (b) is the quotient obtained by dividing the value of the Beneficiary IRA as of the end of the preceding year by the remaining life expectancy specified in such subsection. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to the surviving spouse of the Decedent and as the sole beneficiary, such spouse's remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to such spouse's age in the applicable calendar year. In all other cases, the remaining life expectancy for a year is the number in the Single Life Table corresponding to the Key Life's age in the calendar year specified in Section 6(a) or (b) and reduced by 1 for each subsequent year.
  - d. **When Required Distributions Commence**. For purposes of Sections 6(a) and (b) above, Required Distributions are considered to commence on the Decedent's "required beginning date" as such term is defined in Section 401(a)(9)(C) of the Code and corresponding Income Tax Regulations, or if applicable, on the date distributions are required to begin to you as the Decedent's surviving spouse under Section 6(b) above.
  - e. **Interest Defined** – The "interest" in the Annuity includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Section 1.408-8 of the Income Tax Regulations. Also, the "interest" in the Annuity includes the actuarial value of any other benefits provided under the Annuity, such as guaranteed death benefits, unless otherwise provided by applicable federal tax law.
7. **Required Distributions to Your Successor(s)**. Except to the extent provided otherwise below with respect to spouse beneficiaries, any amounts in the Beneficiary IRA remaining on your death shall be paid to your designated Successor(s) under the same payment option in effect at the time of your death or, if elected by your Successor, in a lump sum; provided, however, if the Decedent's death occurred prior to the Decedent's "required beginning date" as such term is defined in Section 401(a)(9)(C) of the Code and corresponding Income Tax Regulations, your death occurs prior to December 31 of the calendar year after the calendar year in which the Decedent's death occurred and you had not elected to receive payments under a life expectancy payment option, any amounts remaining in the Beneficiary IRA upon your death shall be paid by the end of the calendar year containing the fifth anniversary of the deceased individual's death under the lump sum distribution option described above.

If you are a spouse beneficiary and the sole beneficiary of the Decedent's Eligible Retirement Plan and die before Required Distributions are required to begin to be paid to you, the remaining interest will be distributed to your Successor(s) starting by the end of the calendar year following the calendar year of your death, over your Successor's remaining life expectancy using such Successor's age as of his or her birthday in the calendar year following your death, or, if elected by the Successor, will be distributed in accordance with Section 5(c) above. If you are a spouse beneficiary and the sole beneficiary of the Decedent's Eligible Retirement Plan and you die after Required Distributions are required to begin, any remaining interest will be distributed over your remaining life expectancy determined using your age as of your birthday in the year of your death.

If a Successor elects to continue payments, a new settlement agreement will be provided to the Successor and this Beneficiary IRA will end. If there is more than one Successor who elects to continue payments, the payments will be transferred to each new settlement agreement in proportion to the Successor's ownership interest.

8. **Release of Obligations.** Payment of any benefits to you (or upon your death, your Successor(s)) will release us from all obligations under the Beneficiary IRA to the extent of the payment. When we make a payment to a trust beneficiary, we will have no obligation to ensure that the payment is applied according to the terms of the trust document.
9. **Surrender.** Surrender of this Annuity is permitted. You must send your surrender request In Writing to our Office. The amount payable is the then current Surrender Value.
10. **Spousal Continuation.** Pursuant to this Endorsement, any spousal continuation provision of your Annuity is hereby deleted.

#### MISCELLANEOUS

1. **Owner Information.** The Owner agrees to provide the Issuer with all information necessary to prepare any reports required by law, including but not limited to, federal and state tax reporting and withholding laws.
2. **Annual Reports.** We shall furnish annual calendar year reports concerning the status of the Beneficiary IRA and such information concerning Required Distributions as is prescribed by the Commissioner of Internal Revenue.

#### PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION



[ \_\_\_\_\_ ]  
Secretary

**PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION**  
(A Prudential Financial Company)  
**[ONE CORPORATE DRIVE  
SHELTON, CONNECTICUT 06484]**

(A Stock Company)

**BENEFICIARY ROTH  
INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This Endorsement is made a part of your Annuity. If the terms of this Endorsement conflict with the Annuity (including any schedules, endorsements, riders or amendments that are made a part of your Annuity), the provisions of this Endorsement shall control. Except to the extent modified by this Endorsement, the provisions of your Annuity remain in effect. Capitalized terms used in this Endorsement that are not otherwise defined in this Endorsement are defined in your Annuity.

You are establishing with Pruco Life Insurance Company ("Issuer") a beneficiary Roth individual retirement annuity ("Beneficiary Roth IRA") under Section 408A of the Internal Revenue Code of 1986, as amended (the "Code").

This Endorsement contains numerous references to various Code sections, Income Tax Regulations and Internal Revenue Service ("IRS") rulings and notices. Such references are subject to change and this Endorsement will follow the most current guidelines. Capitalized terms are as defined in the Annuity or this Endorsement. Any reference to specific limits, definitions, or tables under the Code or Income Tax Regulations shall include any applicable successor or replacement limit, definition, or table.

We may amend your Annuity or this Endorsement to comply with applicable tax requirements. Your consent to any such changes will be sought only if required by the state in which the Annuity was issued. Should you not consent to such changes, you may not continue the Annuity as a Beneficiary Roth IRA. This Endorsement supersedes any previous Roth individual retirement annuity Endorsement that may have been provided with your Annuity, including another Beneficiary Roth IRA Endorsement. Your Annuity and this Endorsement do not constitute a plan document.

Should you exercise the Right to Cancel provision of your Annuity within seven (7) days after you receive your Annuity, you will receive a refund. The refund will be equal to the greater of: (1) a full refund of the Purchase Payment and (2) the current Account Value of the Annuity. After seven (7) days, the terms of your right to cancel will revert back to the terms of the Right to Cancel provision of your Annuity. Please refer to the Right to Cancel provision of your Annuity for additional information.

**Rights and Designations**

The following designations are subject to our rules and to various regulatory or statutory requirements depending on the use of the Annuity. Certain designations are required, as indicated below.

**Beneficial Owner:** A beneficiary of benefits under an Eligible Retirement Plan upon the death of the plan participant. In this Endorsement, the Beneficial Owner is also referred to as "you" or "your." The Beneficial Owner is the individual, trust or estate whose name follows the phrase "for the benefit of (FBO)" next to the Owner/Participant designation in the Schedule of your Annuity. We will accept only one Beneficial Owner under this Annuity. We reserve the right to restrict the types of trusts and estates that we accept, based on our rules

You may exercise the rights, options and privileges granted in this Endorsement or permitted by us once this Endorsement is issued. This Endorsement and the Annuity to which it is attached are maintained for the exclusive benefit of you and any Successor. You may not sell, assign, discount or pledge this Annuity for a loan, as security for performance of an obligation or for any other purpose to any person. The requirements of this section shall not be deemed to preclude a transfer to a spouse or former spouse under a divorce or separation instrument to the extent permitted under applicable law.

**Decedent:** The individual who dies with benefits under an Eligible Retirement Plan with respect to which you are the beneficiary. The Decedent is the person whose name precedes the phrase “for the benefit of (FBO)” next to the Owner/Participant designation in the Schedule of your Annuity.

**Eligible Retirement Plan:** A retirement plan as defined in Section 402(c)(8)(B) of the Code.

**Key Life:** The Key Life is the person whose life expectancy is used to determine payments under this Endorsement. The Key Life may not be changed. You may not name a contingent Key Life.

If the Beneficial Owner is an individual, the Key Life must be the Beneficial Owner (unless the death proceeds establishing this Annuity are transferred from another beneficiary annuity in which case the Key Life must be the same individual on whose life distributions were based under the prior beneficiary annuity). If the Beneficial Owner is a trust other than a grantor trust, the Key Life must be the oldest beneficiary designated under the trust agreement. If the Beneficial Owner is a grantor trust, the grantor must be the Key Life. If the Beneficial Owner is an estate, the Key Life must be the Decedent based on the Decedent's age at the time of death.

**Successor:** You may name one or more primary Successor(s) and contingent Successor(s). Unless you indicated that a prior choice was irrevocable, you may request to change Successor designations by sending a request In Writing. Such changes will be subject to our acceptance. If you make such a designation, upon the death of the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust), ownership rights shall be transferred in equal shares to the survivors in the primary Successor class, unless you request otherwise In Writing. If there are no survivors in the primary Successor class, then ownership rights shall be transferred in equal shares to the survivors in the contingent Successor class, unless you request otherwise In Writing. The term “Successor” may be substituted by the term “Beneficiary” or “Contingent Beneficiary” in certain administrative forms and confirmation statements. If an estate is the Beneficial Owner, there is no death benefit payable under this Annuity and no Successors may be named.

Upon our receipt In Writing of due proof of death of the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust) and all representations or administrative forms we require or which are mandated by applicable law or regulation, ownership rights to your Annuity are terminated, and the Successor(s) is entitled to the Death Benefit payable under this Annuity.

A Successor may elect to enter into a beneficiary settlement agreement we may offer; however, any remaining payments must continue to be calculated on the life expectancy of the Key Life. We reserve the right to issue one or more additional beneficiary settlement agreements we make available to the Successor(s) in order to facilitate the transfer of ownership rights. If we issue one or more beneficiary settlement agreements to the Successor(s), the death benefit, as described below in the provision entitled “Distributions”, will be transferred to each new beneficiary settlement agreement in proportion to the Successor's ownership interest. Alternatively, the Death Benefit may be paid in a lump sum.

If any Successor dies with the Beneficial Owner (or Key Life, if the Beneficial Owner is a trust) in a common disaster, it must be proved to our satisfaction that the Key Life died first. Unless information provided indicates otherwise, the Annuity is treated as though the Successor died first.

**Additional Terms:** For the purposes of this Endorsement, “In Writing” also means “In Good Order.”

## CODE AND OTHER RESTRICTIONS

1. **Beneficial Owner Requirements.** You are only eligible to establish a Beneficiary Roth IRA hereunder if each of the following requirements is satisfied:
  - a. You are the sole beneficiary of the Decedent or you are one of multiple beneficiaries of the Decedent and separate accounts have been timely established in accordance with Section 1.401(a)(9)-8 Q&As 2 and 3 of the Income Tax Regulations for purposes of calculating required minimum distributions under Section 401(a)(9) of the Code on the basis of each separate account and each beneficiary thereof;

- b. The Decedent's death occurred prior to the Decedent's annuitization under the Eligible Retirement Plan or prior to the Decedent otherwise commencing payment under the Eligible Retirement Plan in the form of an annuity;
  - c. You have not annuitized your death benefit under the Eligible Retirement Plan or otherwise commenced payment of the death benefits under the Eligible Retirement Plan in the form of an annuity; and
  - d. You have either timely elected to receive payments over your life expectancy (or the life expectancy of the oldest trust beneficiary, in the case of a trust Beneficial Owner described below in "Transfers from Employer Retirement Plans") or some shorter period in accordance with Section 401(a)(9)(B)(iii) or (v) of the Code, as applicable, and corresponding Income Tax Regulations or you are establishing this Beneficiary Roth IRA before the dates specified therein.
2. **Prohibition of Loans.** Loans are not available. Any loan provision of your Annuity of which this Endorsement is made a part is hereby deleted.
  3. **Fixed Premiums.** This Beneficiary Roth IRA does not require fixed premiums.
  4. **Annuitization.** Because you have established this Annuity as a Beneficiary Roth IRA, you are not permitted to annuitize as described in your Annuity. Therefore, pursuant to this Endorsement, all references to and provisions related to annuitization in your Annuity are hereby deleted.

#### **TRANSFER TO YOUR BENEFICIARY ROTH IRA**

1. **General Rule.** This Beneficiary Roth IRA shall be funded solely with amounts attributable to a Decedent's benefit under an Eligible Retirement Plan to which you are entitled as the Decedent's beneficiary thereunder. The Investment Allocation and Transfer provisions of the Annuity to which this Endorsement attaches are applicable to you as the Beneficial Owner of this Beneficiary Roth IRA.
2. **Beneficiary Roth IRA Title.** The Beneficiary Roth IRA shall be titled in the name of the Decedent for the benefit of you or in such other manner permitted under applicable law.
3. **Transfer from Roth IRA.** If you are the beneficiary of an Eligible Retirement Plan specified in Section 402(c)(8)(B) of the Code as a Roth individual retirement account or Roth individual retirement annuity, the Beneficiary Roth IRA may be funded solely by a direct transfer in accordance with applicable law of the Decedent's benefit or the proceeds thereof under the specified Eligible Retirement Plan to which you are entitled as the Decedent's beneficiary thereunder; provided however, that if you are the Decedent's spouse, you may fund the Beneficiary Roth IRA by means of a qualified rollover contribution (within the meaning of Section 408A(e) of the Code) in accordance with Section 408A(c)(6) of the Code of such benefits or proceeds.
4. **Transfer from Employer Retirement Plans.** If you are the beneficiary under an Eligible Retirement Plan, specified in Section 402(c)(8)(B) of the Code as an employees' trust described in Section 401(a) of the Code which is exempt from tax under Section 501(a) of the Code, as an annuity plan described in Section 403(a) of the Code, as an annuity contract described in Section 403(b) of the Code or as an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible employer described in Section 457(e)(1)(A) of the Code and you are an individual who is not the Decedent's Spouse, but you are a designated beneficiary as defined in Section 401(a)(9)(E) of the Code and corresponding Income Tax Regulations or you are the trustee of a trust described in Section 1.401(a)(9)-4 Q&A A-5 of the Income Tax Regulations with only individuals as beneficiaries thereof who are designated beneficiaries as defined in Section 401(a)(9)(E) of the Code and corresponding Income Tax Regulations, you may fund the Beneficiary Roth IRA solely by a direct transfer that also satisfies the requirements for a qualified rollover contribution (within the meaning of Section 408A(e) of the Code) of a Decedent's benefit or the proceeds thereof under the specified Eligible Retirement Plan to which you are entitled thereunder in accordance with Sections 402(c)(11) and 408A(d)(3)

of the Code and for tax years beginning prior to January 1, 2010, Section 408A(c)(3)(B) of the Code. Notwithstanding the foregoing, to the extent permitted under the law, a qualified rollover contribution from an Eligible Retirement Plan's designated Roth account (within the meaning of Section 402A of the Code) is not subject to Section 408A(d)(3) of the Code or Section 408A(c)(3)(B) of the Code.

In accordance with Section 408A(d)(6) of the Code, you may recharacterize any direct transfer made to the Beneficiary Roth IRA for which you are ineligible to make a qualified rollover contribution. If you are the Decedent's Spouse, you may fund the Beneficiary Roth IRA by means of a qualified rollover contribution (within the meaning of Section 408A(e) of the Code) to the Beneficiary Roth IRA in accordance with Sections 402(c)(9) and 408A(d)(3) of the Code and to the extent required by law, for tax years beginning prior to January 1, 2010, Section 408A(c)(3)(B) of the Code, of such benefits or proceeds, to the extent permitted under applicable law.

5. **Sole Transfer or Rollover Contribution.** Only one transfer or rollover contribution as set forth in this Transfer to your Beneficiary Roth IRA section may be made to this Beneficiary Roth IRA. No additional transfers or contributions may be made to this Beneficiary Roth IRA after the initial such transfer or rollover contribution. We are not responsible for determining whether any transfer or contribution made to the Beneficiary Roth IRA is permissible or satisfies all applicable legal requirements. No other type of transfer or contribution is permitted to be made to this Beneficiary Roth IRA, including, without limitation, contributions described in Section 408A(c) of the Code. This Beneficiary Roth IRA may not be used by a Decedent's spouse to establish a Roth individual retirement annuity in his or her own name upon the death of the Decedent.

## DISTRIBUTIONS

1. **General Rule for Required Distributions.** Required distributions ("Required Distributions") shall be made to you (or to your Successor after your death) in accordance with the requirements of Code Section 408(b)(3), as modified by Code Section 408A(c)(5), and the corresponding Income Tax Regulations (the provisions of which are incorporated herein by reference) and additional IRS guidance, including, with respect to a Beneficiary Roth IRA funded through a direct transfer from an Eligible Retirement Plan specified in Section 402(c)(8)(B)(iii), (iv) or (v) of the Code on behalf of a non-spouse beneficiary thereof, IRS Notices 2007-7 and 2008-30, that apply to beneficiaries after the death of the Decedent whose retirement benefits were used to fund the Beneficiary Roth IRA. You (and upon your death, your Successor) are solely responsible for requesting any Required Distribution required under this Distributions section.
2. **No Aggregate Required Distributions.** Required Distributions must be calculated separately for each Beneficiary Roth IRA of which you are the Beneficial Owner. You may not satisfy Required Distributions for this Beneficiary Roth IRA by taking distributions from any other Beneficiary Roth IRA.
3. **Required Distribution Payment Options.** You may elect a specific payment date and payment frequency we make available which may include annual, semi-annual, quarterly, and monthly payment options. Required Distributions must be made in intervals of no longer than one year. Unless you provide us with alternate instructions, each Required Distribution will be taken pro-rata from the allocation options you select. Your selection may be subject to any investment and/or withdrawal limitations applicable to any benefit or program in which you participate under the Annuity. However, the portion of any Required Distribution that can be taken from any Fixed Rate Options or Market Value Adjusted Fixed "MVA" Options may not exceed the then current ratio between your Account Value in all Fixed Rate Options or MVA Options you maintain and your total Account Value. The liquidity factor in the MVA formula shown in your Annuity is not applied to any portion of Required Distributions taken from MVA Options.
4. **Impact of Contingent Deferred Sales Charge.** No contingent deferred sales charge is assessed against amounts withdrawn as part of a program designed to distribute Required Distributions over your life expectancy (or, other applicable measuring life), but only to the extent of the Required Distribution at the time it is taken. The contingent deferred sales charge may apply to additional amounts withdrawn. Amounts withdrawn as Required Distributions are considered to come first from the amounts available as a free withdrawal as of the date of the yearly calculation of the Required Distribution amount.

5. **Required Distributions.** The entire interest in the Beneficiary Roth IRA will be distributed to you at least as rapidly as follows:
- a. **Non-Spouse Beneficiary** – If you are not the Decedent’s surviving spouse (or, you are the Decedent’s spouse, but not the sole beneficiary of the Decedent’s Eligible Retirement Plan benefit), the entire interest will be distributed to you starting by the end of the calendar year following the calendar year of the Decedent’s death, over the applicable life expectancy, determined using the Key Life’s age as of the Key Life’s birthday in the calendar year following the calendar year in which the Decedent died, or, if elected, in accordance with Section 5(c) below.
  - b. **Spousal Beneficiary** - If you are the surviving spouse of the Decedent and the sole beneficiary of the Decedent’s Eligible Retirement Plan benefit, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Decedent’s death (or by the end of the calendar year in which the Decedent would have attained age 70 ½, if later), over your life, or if elected, in accordance with Section 5(c) below. If you die before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over your Successor’s remaining life expectancy determined using such Successor’s age as of his or her birthday in the calendar year following your death, or, if elected, will be distributed in accordance with Section 5(c) below. If you die after distributions are required to begin to you, any remaining interest will be distributed over your remaining life expectancy determined using your age as of your birthday in the year of death.
  - c. **No Designated Beneficiary** - If there is no designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code and corresponding Income Tax Regulations, or if applicable by operation of Section 5(a) or (b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Decedent’s death (or of your death if you are the surviving spouse of the Decedent and you die before distributions are required to begin under Section 5(b) above).
  - d. **Distribution Calculation** - The amount to be distributed each year under Section 5(a) or (b) is the quotient obtained by dividing the value of the Beneficiary Roth IRA as of the end of the preceding year by the remaining life expectancy specified in such subsection. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to the surviving spouse of the Decedent and as the sole beneficiary, such spouse’s remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to such spouse’s age in the applicable calendar year. In all other cases, the remaining life expectancy for a year is the number in the Single Life Table corresponding to the Key Life’s age in the calendar year specified in Section 5(a) or (b) and reduced by 1 for each subsequent year.
  - e. **When Required Distributions Commence.** For purposes of Sections 5(b) above, Required Distributions are considered to commence on the date distributions are required to begin to you as the Decedent’s surviving spouse under Section 5(b) above.
  - f. **Interest Defined** – The “interest” in the Annuity includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Section 1.408-8 of the Income Tax Regulations. Also, except for acceleration, the “interest” in the Annuity includes the actuarial value of any other benefits provided under the Annuity, such as guaranteed death benefits, unless otherwise provided by applicable federal tax law.
6. **Required Distributions to Your Successor(s).** Except to the extent provided otherwise below with respect to spouse beneficiaries, any amounts in the Beneficiary Roth IRA remaining on your death shall be paid to your designated Successor(s) under the same payment option in effect at the time of your death or, if elected by your Successor, in a lump sum; provided, however, if your death occurs prior to December 31 of the calendar year after the calendar year in which the Decedent’s death occurred and you had not elected to receive payments under a life expectancy payment option, any amounts remaining in the Beneficiary Roth IRA upon your death shall be paid by the end of the

calendar year containing the fifth anniversary of the deceased individual's death in a lump sum distribution.

If you are a spouse beneficiary and the sole beneficiary of the Decedent's Eligible Retirement Plan and die before Required Distributions are required to begin to be paid to you, the remaining interest will be distributed to your Successor(s) starting by the end of the calendar year following the calendar year of your death, over your Successor's remaining life expectancy using such Successor's age as of his or her birthday in the calendar year following your death, or, if elected by the Successor, will be distributed in accordance with Section 5(c) above. If you are a spouse beneficiary and the sole beneficiary of the Decedent's Eligible Retirement Plan and you die after Required Distributions are required to begin, any remaining interest will be distributed over your remaining life expectancy determined using your age as of your birthday in the year of your death.

If a Successor elects to continue payments, a new settlement agreement will be provided to the Successor and this Beneficiary Roth IRA will end. If there is more than one Successor who elects to continue payments, the payments will be transferred to each new settlement agreement in proportion to the Successor's ownership interest.

7. **Release of Obligations.** Payment of any benefits to you (or upon your death, your Successor(s)) will release us from all obligations under the Beneficiary Roth IRA to the extent of the payment. When we make a payment to a trust beneficiary, we will have no obligation to ensure that the payment is applied according to the terms of the trust document.
8. **Surrender.** Surrender of this Annuity is permitted. You must send your surrender request In Writing to our Office. The amount payable is the then current Surrender Value.
9. **Spousal Continuation.** Pursuant to this Endorsement, any spousal continuation provision of your Annuity is hereby deleted.

#### MISCELLANEOUS

1. **Owner Information.** The Owner agrees to provide the Issuer with all information necessary to prepare any reports required by law, including but not limited to, federal and state tax reporting and withholding laws.
2. **Annual Reports.** We shall furnish annual calendar year reports concerning the status of the Beneficiary Roth IRA and such information concerning Required Distributions as is prescribed by the Commissioner of Internal Revenue.

#### PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION



[ \_\_\_\_\_ ]  
Secretary



**SCHEDULE**

ANNUITY NUMBER: [001-00001]

ISSUE DATE: [FEBRUARY 1, 2009]

TYPE OF BUSINESS: [XXXXXXXXXXXXXXXXXX]

PARTICIPANT: [JOHN DOE DCD IRA FBO MARY DOE]

DATE OF BIRTH: NOT APPLICABLE

SEX: NOT APPLICABLE

PARTICIPANT: [MARY DOE]

DATE OF BIRTH: [JUNE 30, 1969]

SEX: [FEMALE]

ANNUITANT: NOT APPLICABLE

DATE OF BIRTH: NOT APPLICABLE

SEX: NOT APPLICABLE

KEY LIFE: [MARY DOE]

DATE OF BIRTH: [JUNE 30, 1969]

SEX: [FEMALE]

ANNUITY DATE: NOT APPLICABLE

BENEFICIARY: AS NAMED IN ANY ENROLLMENT FORM OR LATER CHANGED OR, IF NOT NAMED, UNDER THE TERMS OF THIS ANNUITY

PURCHASE PAYMENT: \$[10,000]

NET PURCHASE PAYMENT: \$[10,000]

MINIMUM ADDITIONAL PURCHASE PAYMENT: NO ADDITIONAL PURCHASE PAYMENTS ACCEPTED

MINIMUM WITHDRAWAL AMOUNT: \$100

MINIMUM SURRENDER VALUE AFTER WITHDRAWAL: \$1,000

MINIMUM ANNUITY PAYMENT: NOT APPLICABLE

CONTINGENT DEFERRED SALES CHARGE:

LENGTH OF TIME SINCE THE ISSUE DATE	PERCENTAGE OF PURCHASE PAYMENTS BEING LIQUIDATED
0-1 year	7.5%
1-2 years	7.0%
2-3 years	6.5%
3-4 years	6.0%
4-5 years	5.0%
5-6 years	4.0%
6-7 years	3.0%
7-8 years	2.0%
8 + years	0.00%

**SCHEDULE**

ANNUITY NUMBER: [001-00001]

ISSUE DATE: [FEBRUARY 1, 2009]

TYPE OF BUSINESS: [XXXXXXXXXXXXXXXXXX]

PARTICIPANT: [JOHN DOE DCD FBO MARY DOE]

DATE OF BIRTH: NOT APPLICABLE                      SEX: NOT APPLICABLE

PARTICIPANT: [MARY DOE]      DATE OF BIRTH: [JUNE 30, 1969]      SEX: [FEMALE]

ANNUITANT: NOT APPLICABLE      DATE OF BIRTH: NOT APPLICABLE                      SEX: NOT APPLICABLE

KEY LIFE: [MARY DOE]                      DATE OF BIRTH: [JUNE 30, 1969]                      SEX: [FEMALE]

ANNUITY DATE: NOT APPLICABLE

BENEFICIARY: AS NAMED IN ANY ENROLLMENT FORM OR LATER CHANGED OR, IF NOT NAMED, UNDER THE TERMS OF THIS ANNUITY

PURCHASE PAYMENT: \$[15,000]

NET PURCHASE PAYMENT: \$[15,000]

MINIMUM ADDITIONAL PURCHASE PAYMENT: NO ADDITIONAL PURCHASE PAYMENTS ACCEPTED

MINIMUM WITHDRAWAL AMOUNT: \$100

MINIMUM SURRENDER VALUE AFTER WITHDRAWAL: \$1,000

MINIMUM ANNUITY PAYMENT: NOT APPLICABLE

CUT-OFF DATE: NOT APPLICABLE

TRANSFER FEE: \$15 PER TRANSFER AFTER THE EIGHTH IN AN ANNUITY YEAR

ANNUAL MAINTENANCE FEE: LESSER OF \$35 OR 2% OF ACCOUNT VALUE, BUT ONLY IF THE ACCOUNT VALUE AT THE TIME THE FEE IS DUE IS LESS THAN \$100,000

INSURANCE CHARGE: 1.65%

**SCHEDULE**

ANNUITY NUMBER: [001-00001]

ISSUE DATE: [FEBRUARY 1, 2009]

TYPE OF BUSINESS: [XXXXXXXXXXXXXXXXXX]

PARTICIPANT: [JOHN DOE DCD FBO MARY DOE]

DATE OF BIRTH: NOT APPLICABLE                      SEX: NOT APPLICABLE

PARTICIPANT: [MARY DOE]      DATE OF BIRTH: [JUNE 30, 1969]      SEX: [FEMALE]

ANNUITANT: NOT APPLICABLE      DATE OF BIRTH: NOT APPLICABLE      SEX: NOT APPLICABLE

KEY LIFE: [MARY DOE]              DATE OF BIRTH: [JUNE 30, 1969]              SEX: [FEMALE]

ANNUITY DATE: NOT APPLICABLE

BENEFICIARY: AS NAMED IN ANY ENROLLMENT FORM OR LATER CHANGED

PURCHASE PAYMENT: \$[10,000]      NET PURCHASE PAYMENT: \$[10,000]

MINIMUM ADDITIONAL PURCHASE PAYMENT: NO ADDITIONAL PURCHASE PAYMENTS ACCEPTED

MINIMUM WITHDRAWAL AMOUNT: \$100

MINIMUM ACCOUNT VALUE AFTER WITHDRAWAL: \$1,000

MINIMUM ANNUITY PAYMENT: NOT APPLICABLE

CUT-OFF DATE: THE DECEDENT'S 85TH BIRTHDAY

**SCHEDULE**

ANNUITY NUMBER: [001-00001]

ISSUE DATE: [FEBRUARY 1, 2009]

TYPE OF BUSINESS: [XXXXXXXXXXXXXXXXXX]

PARTICIPANT: [JOHN DOE DCD FBO MARY DOE]

DATE OF BIRTH: NOT APPLICABLE                      SEX: NOT APPLICABLE

PARTICIPANT: [MARY DOE]      DATE OF BIRTH: [JUNE 30, 1969]      SEX: [FEMALE]

ANNUITANT: NOT APPLICABLE      DATE OF BIRTH: NOT APPLICABLE                      SEX: NOT APPLICABLE

KEY LIFE: [MARY DOE]                      DATE OF BIRTH: [JUNE 30, 1969]                      SEX: [FEMALE]

ANNUITY DATE: NOT APPLICABLE

BENEFICIARY: AS NAMED IN ANY ENROLLMENT FORM OR LATER CHANGED OR, IF NOT NAMED, UNDER THE TERMS OF THIS ANNUITY

PURCHASE PAYMENT: \$[10,000]

NET PURCHASE PAYMENT: \$[10,000]

MINIMUM ADDITIONAL PURCHASE PAYMENT: NO ADDITIONAL PURCHASE PAYMENTS ACCEPTED

MINIMUM WITHDRAWAL AMOUNT: \$100

MINIMUM SURRENDER VALUE AFTER WITHDRAWAL: \$1,000

MINIMUM ANNUITY PAYMENT: NOT APPLICABLE



# Prudential

## BENEFICIARY VARIABLE ANNUITY APPLICATION FORM

Not for use in NY. For use by beneficiaries of annuities for exchange or transfer.

Variable Annuities are issued by Prudential Annuities Life Assurance Corporation ("PALAC") and are distributed by Prudential Annuities Distributors, Inc., both located at One Corporate Drive, Shelton, CT 06484. Both are Prudential Financial companies. Each company is solely responsible for its own financial condition and contractual obligations. Prudential Financial, the Rock Logo, and the Rock Prudential Logo are registered service marks of the Prudential Insurance Company of America, Newark, NJ, and its affiliates.

**Annuity Service Center**  
1-800-752-6342  
8:00AM-7:00PM ET, Monday-Thursday  
8:00AM-6:00PM ET, Friday  
www.prudentialannuities.com

**Regular Mail Delivery**  
Annuity Service Center  
P.O. Box 7960  
Philadelphia, PA 19176

**Overnight Service, Certified or Registered Mail Delivery**  
Prudential Annuity Service Center  
2101 Welsh Road  
Dresher, PA 19025

### Product

(A product must be selected)

- ASAP III     APEX II     ASL II

## 1. OWNERSHIP INFORMATION

### A. Decedent

**Decedent's Name** (First, Middle, Last Name)

**Decedent's Date of Birth** \_\_\_\_\_  
(Month / Day / Year)

**Decedent's Date of Death** \_\_\_\_\_  
(Month / Day / Year)

**Source of Funds:**     Non-Qualified     IRA     SEP IRA     Roth IRA  
                                   403(b)                    Other

### B. Beneficial Owner

Mr.     Mrs.     Ms.

**Name** (First, Middle, Last Name)

**Social Security/Tax I.D. Number**

**Date of Birth**

(Month / Day / Year)

**Gender**

M     F

**U.S. Citizen**

**Resident Alien**

Citizen of \_\_\_\_\_

**Non-Resident Alien**

Citizen of \_\_\_\_\_

**Address**

Street Address

City

State

ZIP Code

**Telephone Number**

**E-mail Address** (Required for e-Document service)

For an UTMA/UGMA use: Name of Custodian C/F Name of Minor, State UTMA, e.g., "John Doe C/F John Doe, Jr., CT UTMA." Provide the Minor's Social Security Number.

If Owner is a Non-Resident Alien, submit IRS Form W-8(BEN, ECI, EXP or IMY).

### For Faster Delivery

**e-Documents:** If checked, I consent to accept documents for my Variable Annuity electronically. E-mail notifications will be provided indicating that documents are available and will include instructions on how to quickly and easily access them on-line.

I understand that I will receive documents including statements, confirmations, prospectuses and reports electronically until I notify PALAC that I am revoking my consent at which time I will begin receiving paper documents by mail. I also understand there is no fee charged for paper copies, and I may be charged fees by other parties in connection with using the e-Document service such as on-line charges.



## 2. SUCCESSOR INFORMATION

Indicate classifications of each Successor. Percentage of benefit for all Primary Successor(s) must total 100%.

Percentage of benefit for all Contingent Successor(s) must total 100%.

Use Section 6 of this Application to list additional Successor(s). All required information must be supplied.

- On an UTMA or UGMA account, the Minor's estate must be the sole Primary Successor. A Contingent Successor is not allowed on an UTMA or UGMA.

### A. Successor

Primary     Contingent

Percentage of Benefit

\_\_\_\_\_%

Name (First, Middle, Last Name)

\_\_\_\_\_

Relationship to Beneficial Owner

\_\_\_\_\_

Social Security/Tax I.D. Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

(Month / Day / Year)

Gender

M     F

If Successor is a non-natural person, please indicate:

Corporation     Charity     Revocable Trust     Irrevocable Trust

Trust Date \_\_\_\_\_

(Month / Day / Year)

### B. Successor

Primary     Contingent

Percentage of Benefit

\_\_\_\_\_%

Name (First, Middle, Last Name)

\_\_\_\_\_

Relationship to Beneficial Owner

\_\_\_\_\_

Social Security/Tax I.D. Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

(Month / Day / Year)

Gender

M     F

### C. Successor

Primary     Contingent

Percentage of Benefit

\_\_\_\_\_%

Name (First, Middle, Last Name)

\_\_\_\_\_

Relationship to Beneficial Owner

\_\_\_\_\_

Social Security/Tax I.D. Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

(Month / Day / Year)

Gender

M     F

### 3. ANNUITY INFORMATION

#### Required

If yes, a State Replacement Form is required for NAIC model regulation states.

**IMPORTANT:** Proceeds from a Life Insurance policy may not be used to fund the Beneficiary Annuity for which you are applying.

Use Section 6 of this Application to specify additional coverage.

#### Required

Purchase Payment amounts may be restricted by PALAC; please see your Prospectus.

#### Required

#### A. Existing Annuity or Life Insurance Coverage

1. Do you have any existing Annuity or Life Insurance contracts?

Yes  No

2. Will the Annuity being applied for replace (in whole or in part) one or more existing Annuity or Life Insurance contracts? If yes, complete the following and submit a State Replacement Form, if required.

Yes  No

Company Name

Policy or Annuity Number

Year Issued

#### B. Purchase Payment

This Annuity will be funded by a 1035 Exchange, or Tax Qualified Transfer/Rollover.

Estimated Purchase Payment amount \$ , , .

#### Source of Funds

Non-Qualified 1035 Exchange

Trustee to Trustee Transfer

Direct Rollover

#### C. Type of Market Being Requested

Non-Qualified

IRA

Roth IRA

#### D. Investment Selection

**An Allocation Instruction Form must be completed and submitted with this Application.**

**An Inherited Beneficiary Required Distribution Form must be completed and submitted with this Application.**

### 4. OPTIONAL ADMINISTRATIVE PROGRAMS

The following optional programs are available:

To enroll in any of these programs, check the appropriate box and submit the **Optional Administrative Program Form**.

Automatic Rebalancing

Dollar Cost Averaging (DCA)

To enroll in Systematic Withdrawals, check here and submit the **Systematic Withdrawal Enrollment Form**.

### 5. FINANCIAL PROFESSIONAL AUTHORIZATION

DO YOU AUTHORIZE your Financial Professional to perform any of the designated activities below?

Yes  No

Please indicate what designated activities you authorize your Financial Professional to have.

Receive Account Information

Perform Account Maintenance

Provide Investment/Allocation Instructions

If not checked, we will assume your answer is "Yes" (except in Utah, where we will assume your answer is "No") and you consent to all designated activities. For definitions, see Definitions and Disclosures.

- If needed for:
- Annuity Replacement
  - Successors
  - Entity Authorized Individuals
  - Special Instructions

## 6. ADDITIONAL INFORMATION

---



---



---



---



---



---

## 7. NOTICES

### A. State Notices

**FOR ANY ANNUITY ISSUED UNDER A GROUP CONTRACT:** The Owner of the group contract is the Prudential Annuities Insurance Trust, an out-of-state, discretionary trust under the regulation of Illinois law.

**ARIZONA:** Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**CONNECTICUT:** Any person who knowingly gives false or deceptive information when completing this form for the purpose of defrauding the company may be guilty of insurance fraud. This is to be determined by a court of competent jurisdiction.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**MARYLAND:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MINNESOTA:** This policy or contract is not protected by the Minnesota Life and Health Insurance Guarantee Association or the Minnesota Insurance Guarantee Association. In the case of insolvency, payment of claims is not guaranteed. Only the assets of the insurer will be available to pay your claim.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

#### **NORTH CAROLINA:**

1. Did you receive a prospectus for this Annuity?  Yes  No
2. Do you believe the Annuity meets your financial objectives and anticipated future financial needs?  Yes  No

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

**PENNSYLVANIA and KANSAS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**VIRGINIA:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**WASHINGTON:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**ALL OTHER STATES:** Any person who knowingly gives false or deceptive information when completing this form for the purpose of defrauding the company may be guilty of insurance fraud.

North Carolina residents must respond to these questions.

## 8. SIGNATURES

### A. Agreement

For individual applicants, continue to number 2 below.

For Entity Owned Application, check appropriate box.

PALAC reserves the right to require additional corporate documents.

I represent to the best of my knowledge and belief that the statements made in this application are true and complete. I have received either a paper copy of the prospectus for this Annuity or a sales kit for this Annuity with the prospectus on compact disk (the "CD Prospectus"). I understand that by accepting the CD Prospectus, I acknowledge that I have access to a personal computer or similar device, and have the ability to read the CD Prospectus using that technology. I understand that I have the right to revoke my consent to receiving the CD Prospectus, and that I am free to obtain a paper copy of the Annuity prospectus at any time, and at no cost to me, by calling 1-800-752-6342.

**1. For entity owned Applications:** In addition to the statements below, the entity's authorized individuals further certify that:

- A) Authorized individuals are signing on behalf of the entity purchasing this Annuity and are authorized and empowered by the entity to  independently or  collectively enter into contracts and financial transactions including but not limited to the purchase of this Annuity, make any subsequent withdrawals or surrenders and to exercise all ownership rights under the Annuity in the entity's name; and
- B) That the entity is duly organized and existing and in compliance with all laws and regulations; and
- C) The entity will notify PALAC in writing of a change in or revocations of authorized individuals to act with respect to the Annuity and any changes in the entity's status which would cause any of the statements in this application to be incorrect or incomplete; and
- D) Authorized individuals understand that the Annuity may be subject to tax treatment different from that of individually owned tax-deferred Annuities, that as a result the increases in the Annuity value during any Annuity year may be treated as ordinary income received and accrued by the Beneficial Owner during that year end, if the entity deemed it necessary, it has consulted an independent tax and/or legal advisor for more information; and
- E) The authorized individuals and the entity agree to indemnify PALAC, its affiliates and representatives for any and all damages, losses, claims, causes of action or other liability of any kind that may be asserted now or in the future arising out of or related to any acts or omissions taken by PALAC upon my instructions and in reliance upon our representations to PALAC in connection with the Annuity owned by the entity.

If not previously specified that each authorized individual may act independently, we will require all authorized individuals' signatures to process transactions on the Annuity. If additional space is required for the names and signatures of authorized individuals, please attach a separate page.

**2. I understand that if I have purchased another Non-Qualified Annuity from PALAC or an affiliated company this calendar year that they will be considered as one Annuity for tax purposes.**

Annuity payments, benefits or surrender values, when based on the investment experience of the separate account investment options, are variable and not guaranteed as to a dollar amount;

This Variable Annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs;

Amounts allocated to an MVA Option will be subject to a Market Value Adjustment if withdrawn or transferred at any time other than during the 30 day period prior to the MVA Option's Maturity Date. A Market Value Adjustment may result in either an upward or downward adjustment to the value.

**e-Documents:** If checked in Section 1C and e-mail address is supplied, I consent to viewing documents pertaining to all accounts electronically. I understand that I will no longer receive paper documents until I specifically revoke this consent.

Required

**State where signed:**  (Required. If application is signed in a state other than the Owner's state of residence, a Contract Situs Form may be required.)

#### Beneficial Owner's Tax Certification (Substitute W-9)

Under penalty of perjury, I certify that the taxpayer identification number (TIN) I have listed on this form is my correct TIN. I further certify that the citizenship/residency status I have listed on this form is my correct citizenship/residency status.

I have been notified by the Internal Revenue Service that I am subject to backup withholding due to underreporting of interest or dividends.

For definitions, see Definitions and Disclosures.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Sign Here

**Beneficial Owner:** X \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Month / Day / Year)

Sign Here

**For Trust Owned Agreements:**

**Key Life:** X \_\_\_\_\_  
(If different from Beneficial Owner)

**Date:** \_\_\_\_\_  
(Month / Day / Year)

For Broker/Dealer Use Only

Networking No. \_\_\_\_\_

Annuity No. (If established)

\_\_\_\_\_

## 9. FINANCIAL PROFESSIONAL INFORMATION

### A. Financial Professional

**Financial Professional Name** (First, Middle, Last Name)

\_\_\_\_\_

**Financial Professional ID Number**

\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_

**e-mail**

\_\_\_\_\_

**ID/Florida License Number** (If Applicable)

\_\_\_\_\_

**Percent**

\_\_\_\_\_

### B. Financial Professional

**Financial Professional Name** (First, Middle, Last Name)

\_\_\_\_\_

**Financial Professional ID Number**

\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_

**e-mail**

\_\_\_\_\_

**ID/Florida License Number** (If Applicable)

\_\_\_\_\_

**Percent**

\_\_\_\_\_

### C. Broker/Dealer

**Broker/Dealer Name**

\_\_\_\_\_

### D. Required Questions

1. Do you have any reason to believe that this applicant has any existing annuity or life insurance coverage?

Yes  No

2. Do you have any reason to believe that the annuity applied for is to replace existing annuity or life insurance contracts?

Yes  No

### Financial Professional (FP) Statement

I am authorized and/or appointed to sell this Variable Annuity. I have fully discussed and explained the Variable Annuity features and charges to the Beneficial Owner, including restrictions. I believe this Variable Annuity is suitable given the Beneficial Owner's investment time horizon, goals and objectives. I represent that: a) I have delivered current applicable prospectuses and any supplements for the Variable Annuity (which includes summary descriptions of the underlying investment options); b) have used only current PALAC approved sales material; and c) have left copies of the following sales material with the applicant:

Brochure

Special Rate Brochure

Illustrations

Other company approved material \_\_\_\_\_

I acknowledge that PALAC will rely on this statement.

**FP Signature:** X \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Month / Day / Year)

**FP Signature:** X \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Month / Day / Year)

Required

IMPORTANT: Proceeds from a Life Insurance policy may not be used to fund Beneficiary Annuities.

Copies of any Illustrations used must accompany the application.

Sign Here

Sign Here

IBVAA(2/09)

ORD 202083

Page 7 of 7

Please Select

**For Financial Professional Use Only.** Please contact your home office with any questions.

Option A

Option B

Option Double B

Option C



SERFF Tracking Number: PRUD-125917123 State: Arkansas  
Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 40975  
Company Tracking Number: END-BENE(2/09)  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: END-BENE(2/09)  
Project Name/Number: END-BENE(2/09)/END-BENE(2/09)

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Certification/Notice 11/24/2008  
**Comments:**  
**Attachment:**  
AR - 7.pdf

**Review Status:**  
**Satisfied -Name:** Application 11/24/2008  
**Comments:**  
**Attachments:**  
IBVAA(2-09) 202083 PALAC.pdf  
IB App Statement of variability.pdf  
IBVAA(2-09) Brackets 202083.pdf

**Review Status:**  
**Satisfied -Name:** Cover Letter 11/24/2008  
**Comments:**  
**Attachment:**  
PALAC GROUP Cover Letter.pdf

**Review Status:**  
**Satisfied -Name:** AK filing fee form 11/24/2008  
**Comments:**  
**Attachment:**  
AR - 7a.pdf

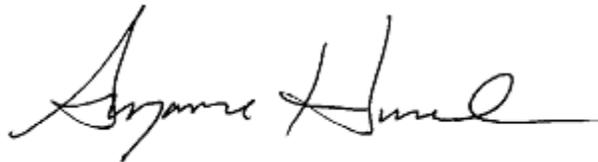
**Prudential Annuities Life Assurance Corporation  
(A Prudential Financial Company)  
One Corporate Drive  
Shelton, CT 06484**

**STATE OF ARKANSAS**

**CERTIFICATION OF COMPLIANCE**

I hereby certify that Prudential Annuities Life Assurance Company complies with the requirements of Rules and Regulation #34 of the Arkansas Insurance Department regarding our Form Numbers:

**Endorsement Form END-BENE(2/09)  
Endorsement Form END-IRABEN(2/09)  
Endorsement Form END-ROTHBEN(2/09)  
Schedule Page APEX2-DCD/CRT(2/09)-03  
Schedule Page ASAP3-DCD/CRT(2/09)-03  
Schedule Page ASL2-DCD/CRT(2/09)-03  
Schedule Page ASL-DCD/CRT(2/09)-03  
Schedule Page XT-DCD/CRT(2/09)-03  
Annuity Application Form IBVAA(2/09)**



---

Suzanne Hurel – Vice President - Contracts

November 24, 2008  
Date



# Prudential

## BENEFICIARY VARIABLE ANNUITY APPLICATION FORM

**Not for use in NY. For use by beneficiaries of annuities for exchange or transfer.**

Variable Annuities are issued by Prudential Annuities Life Assurance Corporation ("PALAC") and are distributed by Prudential Annuities Distributors, Inc., both located at One Corporate Drive, Shelton, CT 06484. Both are Prudential Financial companies. Each company is solely responsible for its own financial condition and contractual obligations. Prudential Financial, the Rock Logo, and the Rock Prudential Logo are registered service marks of the Prudential Insurance Company of America, Newark, NJ, and its affiliates.

**Annuity Service Center**  
1-800-752-6342  
8:00AM–7:00PM ET, Monday–Thursday  
8:00AM–6:00PM ET, Friday  
www.prudentialannuities.com

**Regular Mail Delivery**  
Annuity Service Center  
P.O. Box 7960  
Philadelphia, PA 19176

**Overnight Service, Certified or Registered Mail Delivery**  
Prudential Annuity Service Center  
2101 Welsh Road  
Dresher, PA 19025

**Product**  
(A product must be selected)

- ASAP III       APEX II       ASL II

### 1. OWNERSHIP INFORMATION

#### A. Decedent

**Decedent's Name** (First, Middle, Last Name)

\_\_\_\_\_

**Decedent's Date of Birth** \_\_\_\_\_  
(Month / Day / Year)

**Decedent's Date of Death** \_\_\_\_\_  
(Month / Day / Year)

- Source of Funds:**     Non-Qualified     IRA     SEP IRA     Roth IRA  
                                  403(b)                     Other

For an UTMA/UGMA use: Name of Custodian C/F Name of Minor, State UTMA, e.g., "John Doe C/F John Doe, Jr., CT UTMA." Provide the Minor's Social Security Number.

#### B. Beneficial Owner

- Mr.       Mrs.       Ms.

**Name** (First, Middle, Last Name)

\_\_\_\_\_

**Social Security/Tax I.D. Number**

\_\_\_\_\_

**Date of Birth**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Month / Day / Year)

**Gender**

- M     F

If Owner is a Non-Resident Alien, submit IRS Form W-8(BEN, ECI, EXP or IMY).

- U.S. Citizen**

- Resident Alien**

Citizen of \_\_\_\_\_

- Non-Resident Alien**

Citizen of \_\_\_\_\_

**Address**

Street Address

\_\_\_\_\_

City

\_\_\_\_\_

State

ZIP Code

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

**E-mail Address** (Required for e-Document service)

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

**For Faster Delivery**

- e-Documents:** If checked, I consent to accept documents for my Variable Annuity electronically. E-mail notifications will be provided indicating that documents are available and will include instructions on how to quickly and easily access them on-line.

I understand that I will receive documents including statements, confirmations, prospectuses and reports electronically until I notify PALAC that I am revoking my consent at which time I will begin receiving paper documents by mail. I also understand there is no fee charged for paper copies, and I may be charged fees by other parties in connection with using the e-Document service such as on-line charges.

1. OWNERSHIP INFORMATION (continued)

C. Type of Ownership

Individual UTMA/UGMA Other

If Trust Ownership, only check one of the two boxes.

Trust: Grantor Trust Date (Month / Day / Year)

Qualified Trust Date (Month / Day / Year)

Entity/Trust Ownership Only (Non-natural person), check one of the two boxes below.

This is a Grantor Trust for federal income tax purposes that meets IRC Sections 671-679.

Name of Grantor

Grantor's Social Security Number Grantor's Date of Birth (Month / Day / Year)

This is a Qualified Trust for federal income tax purposes that meets and complies with Treasury Regulations Sections 1.401(a)(9)-4.

Name of Oldest Beneficiary

Oldest Beneficiary's Social Security Number Oldest Beneficiary's Date of Birth (Month / Day / Year)

Other

D. Key Life

If the Beneficial Owner is a Grantor Trust, the Key Life must be the Grantor. If Qualified Trust, the Key Life must be the oldest beneficiary under the applicable trust.

If the Beneficial Owner is an individual, the Key Life must be the Beneficial Owner. The Key Life cannot be changed. Accordingly, if you are completing this form as the Successor of an existing Beneficiary Annuity the Key Life will be the same as the Key Life on the Beneficiary Annuity that you are continuing (In this scenario the Key Life will be a deceased person).

Mr. Mrs. Ms.

Name (First, Middle, Last Name)

For an UTMA/UGMA, enter the Minor's information here.

Social Security/Tax I.D. Number Date of Birth (Month / Day / Year) Gender M F

If Key Life is a Non-Resident Alien, submit IRS Form W-8(BEN, ECI, EXP or IMY).

U.S. Citizen Resident Alien Non-Resident Alien Citizen of Citizen of

Address

Street Address

City State ZIP Code

Telephone Number

Telephone Number

## 2. SUCCESSOR INFORMATION

Indicate classifications of each Successor. Percentage of benefit for all Primary Successor(s) must total 100%.

Percentage of benefit for all Contingent Successor(s) must total 100%.

Use Section 6 of this Application to list additional Successor(s). All required information must be supplied.

- On an UTMA or UGMA account, the Minor's estate must be the sole Primary Successor. A Contingent Successor is not allowed on an UTMA or UGMA.

### A. Successor

Primary     Contingent

Percentage of Benefit

\_\_\_\_\_%

Name (First, Middle, Last Name)

\_\_\_\_\_

Relationship to Beneficial Owner

\_\_\_\_\_

Social Security/Tax I.D. Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

(Month / Day / Year)

Gender

M     F

If Successor is a non-natural person, please indicate:

Corporation     Charity     Revocable Trust     Irrevocable Trust

Trust Date \_\_\_\_\_

(Month / Day / Year)

### B. Successor

Primary     Contingent

Percentage of Benefit

\_\_\_\_\_%

Name (First, Middle, Last Name)

\_\_\_\_\_

Relationship to Beneficial Owner

\_\_\_\_\_

Social Security/Tax I.D. Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

(Month / Day / Year)

Gender

M     F

### C. Successor

Primary     Contingent

Percentage of Benefit

\_\_\_\_\_%

Name (First, Middle, Last Name)

\_\_\_\_\_

Relationship to Beneficial Owner

\_\_\_\_\_

Social Security/Tax I.D. Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

(Month / Day / Year)

Gender

M     F

### 3. ANNUITY INFORMATION

#### Required

If yes, a State Replacement Form is required for NAIC model regulation states.

IMPORTANT: Proceeds from a Life Insurance policy may not be used to fund the Beneficiary Annuity for which you are applying.

Use Section 6 of this Application to specify additional coverage.

#### A. Existing Annuity or Life Insurance Coverage

1. Do you have any existing Annuity or Life Insurance contracts?

Yes  No

2. Will the Annuity being applied for replace (in whole or in part) one or more existing Annuity or Life Insurance contracts? If yes, complete the following and submit a State Replacement Form, if required.

Yes  No

Company Name

Policy or Annuity Number

Year Issued

#### Required

Purchase Payment amounts may be restricted by PALAC; please see your Prospectus.

#### B. Purchase Payment

This Annuity will be funded by a 1035 Exchange, or Tax Qualified Transfer/Rollover.

Estimated Purchase Payment amount \$ , , .

#### Source of Funds

Non-Qualified 1035 Exchange

Trustee to Trustee Transfer

Direct Rollover

#### C. Type of Market Being Requested

Non-Qualified

IRA

Roth IRA

#### Required

#### D. Investment Selection

**An Allocation Instruction Form must be completed and submitted with this Application.**

**An Inherited Beneficiary Required Distribution Form must be completed and submitted with this Application.**

### 4. OPTIONAL ADMINISTRATIVE PROGRAMS

The following optional programs are available:

To enroll in any of these programs, check the appropriate box and submit the **Optional Administrative Program Form**.

Automatic Rebalancing

Dollar Cost Averaging (DCA)

To enroll in Systematic Withdrawals, check here and submit the **Systematic Withdrawal Enrollment Form**.

### 5. FINANCIAL PROFESSIONAL AUTHORIZATION

DO YOU AUTHORIZE your Financial Professional to perform any of the designated activities below?

Yes  No

Please indicate what designated activities you authorize your Financial Professional to have.

Receive Account Information

Perform Account Maintenance

Provide Investment/Allocation Instructions

If not checked, we will assume your answer is "Yes" (except in Utah, where we will assume your answer is "No") and you consent to all designated activities. For definitions, see Definitions and Disclosures.

- If needed for: ▶
- Annuity Replacement
  - Successors
  - Entity Authorized Individuals
  - Special Instructions

## 6. ADDITIONAL INFORMATION

---



---



---



---



---



---

## 7. NOTICES

### A. State Notices

**FOR ANY ANNUITY ISSUED UNDER A GROUP CONTRACT:** The Owner of the group contract is the Prudential Annuities Insurance Trust, an out-of-state, discretionary trust under the regulation of Illinois law.

**ARIZONA:** Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**CONNECTICUT:** Any person who knowingly gives false or deceptive information when completing this form for the purpose of defrauding the company may be guilty of insurance fraud. This is to be determined by a court of competent jurisdiction.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**MARYLAND:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MINNESOTA:** This policy or contract is not protected by the Minnesota Life and Health Insurance Guarantee Association or the Minnesota Insurance Guarantee Association. In the case of insolvency, payment of claims is not guaranteed. Only the assets of the insurer will be available to pay your claim.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

North Carolina residents must respond to these questions. ▶

### **NORTH CAROLINA:**

1. Did you receive a prospectus for this Annuity?  Yes  No
2. Do you believe the Annuity meets your financial objectives and anticipated future financial needs?  Yes  No

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

**PENNSYLVANIA and KANSAS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**VIRGINIA:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**WASHINGTON:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**ALL OTHER STATES:** Any person who knowingly gives false or deceptive information when completing this form for the purpose of defrauding the company may be guilty of insurance fraud.

## 8. SIGNATURES

### A. Agreement

For individual applicants, continue to number 2 below.

- ▶ I represent to the best of my knowledge and belief that the statements made in this application are true and complete. I have received either a paper copy of the prospectus for this Annuity or a sales kit for this Annuity with the prospectus on compact disk (the "CD Prospectus"). I understand that by accepting the CD Prospectus, I acknowledge that I have access to a personal computer or similar device, and have the ability to read the CD Prospectus using that technology. I understand that I have the right to revoke my consent to receiving the CD Prospectus, and that I am free to obtain a paper copy of the Annuity prospectus at any time, and at no cost to me, by calling 1-800-752-6342.

**1. For entity owned Applications:** In addition to the statements below, the entity's authorized individuals further certify that:

For Entity Owned Application, check appropriate box.

- ▶ A) Authorized individuals are signing on behalf of the entity purchasing this Annuity and are authorized and empowered by the entity to  independently or  collectively enter into contracts and financial transactions including but not limited to the purchase of this Annuity, make any subsequent withdrawals or surrenders and to exercise all ownership rights under the Annuity in the entity's name; and
- B) That the entity is duly organized and existing and in compliance with all laws and regulations; and
- C) The entity will notify PALAC in writing of a change in or revocations of authorized individuals to act with respect to the Annuity and any changes in the entity's status which would cause any of the statements in this application to be incorrect or incomplete; and
- D) Authorized individuals understand that the Annuity may be subject to tax treatment different from that of individually owned tax-deferred Annuities, that as a result the increases in the Annuity value during any Annuity year may be treated as ordinary income received and accrued by the Beneficial Owner during that year end, if the entity deemed it necessary, it has consulted an independent tax and/or legal advisor for more information; and
- E) The authorized individuals and the entity agree to indemnify PALAC, its affiliates and representatives for any and all damages, losses, claims, causes of action or other liability of any kind that may be asserted now or in the future arising out of or related to any acts or omissions taken by PALAC upon my instructions and in reliance upon our representations to PALAC in connection with the Annuity owned by the entity.

PALAC reserves the right to require additional corporate documents. ▶

If not previously specified that each authorized individual may act independently, we will require all authorized individuals' signatures to process transactions on the Annuity. If additional space is required for the names and signatures of authorized individuals, please attach a separate page.

**2. I understand that if I have purchased another Non-Qualified Annuity from PALAC or an affiliated company this calendar year that they will be considered as one Annuity for tax purposes.**

Annuity payments, benefits or surrender values, when based on the investment experience of the separate account investment options, are variable and not guaranteed as to a dollar amount;

This Variable Annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs;

Amounts allocated to an MVA Option will be subject to a Market Value Adjustment if withdrawn or transferred at any time other than during the 30 day period prior to the MVA Option's Maturity Date. A Market Value Adjustment may result in either an upward or downward adjustment to the value.

**e-Documents:** If checked in Section 1C and e-mail address is supplied, I consent to viewing documents pertaining to all accounts electronically. I understand that I will no longer receive paper documents until I specifically revoke this consent.

**Required**

**State where signed:**  (Required. If application is signed in a state other than the Owner's state of residence, a Contract Situs Form may be required.)

#### Beneficial Owner's Tax Certification (Substitute W-9)

Under penalty of perjury, I certify that the taxpayer identification number (TIN) I have listed on this form is my correct TIN. I further certify that the citizenship/residency status I have listed on this form is my correct citizenship/residency status.

I have been notified by the Internal Revenue Service that I am subject to backup withholding due to underreporting of interest or dividends.

For definitions, see Definitions and Disclosures. ▶

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

**Sign Here**

**Beneficial Owner:** X \_\_\_\_\_

**Date:**  (Month / Day / Year)

**Sign Here**

**For Trust Owned Agreements:**

**Key Life:** X \_\_\_\_\_  
(If different from Beneficial Owner)

**Date:**  (Month / Day / Year)

Networking No. \_\_\_\_\_

Annuity No. (If established)

\_\_\_\_\_

### 9. FINANCIAL PROFESSIONAL INFORMATION

#### A. Financial Professional

**Financial Professional Name** (First, Middle, Last Name)

\_\_\_\_\_

**Financial Professional ID Number**

\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_

**e-mail**

\_\_\_\_\_

**ID/Florida License Number** (If Applicable)

\_\_\_\_\_

**Percent**

\_\_\_\_\_

#### B. Financial Professional

**Financial Professional Name** (First, Middle, Last Name)

\_\_\_\_\_

**Financial Professional ID Number**

\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_

**e-mail**

\_\_\_\_\_

**ID/Florida License Number** (If Applicable)

\_\_\_\_\_

**Percent**

\_\_\_\_\_

#### C. Broker/Dealer

**Broker/Dealer Name**

\_\_\_\_\_

**Required**

#### D. Required Questions

1. Do you have any reason to believe that this applicant has any existing annuity or life insurance coverage?

Yes  No

2. Do you have any reason to believe that the annuity applied for is to replace existing annuity or life insurance contracts?

Yes  No

**IMPORTANT:** Proceeds from a Life Insurance policy may not be used to fund Beneficiary Annuities.

#### Financial Professional (FP) Statement

I am authorized and/or appointed to sell this Variable Annuity. I have fully discussed and explained the Variable Annuity features and charges to the Beneficial Owner, including restrictions. I believe this Variable Annuity is suitable given the Beneficial Owner's investment time horizon, goals and objectives. I represent that: a) I have delivered current applicable prospectuses and any supplements for the Variable Annuity (which includes summary descriptions of the underlying investment options); b) have used only current PALAC approved sales material; and c) have left copies of the following sales material with the applicant:

Brochure

Special Rate Brochure

Illustrations

Other company approved material \_\_\_\_\_

Copies of any Illustrations used must accompany the application.

I acknowledge that PALAC will rely on this statement.

**Sign Here**

**FP Signature:** X \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Month / Day / Year)

**Sign Here**

**FP Signature:** X \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Month / Day / Year)

**Please Select**

**For Financial Professional Use Only.** Please contact your home office with any questions.

Option A

Option B

Option Double B

Option C

---

---

## DEFINITIONS AND DISCLOSURES

You are advised to consult the prospectus or Annuity for explanations of any of the terms used or contact PALAC with any questions.

### AUTHORIZATION

In Section 5, you may grant or deny your Financial Professional access to your Annuity Account Information and give that person the ability to perform the activities you have selected.

Neither PALAC nor any person authorized by PALAC will be responsible for, and agree to indemnify and hold PALAC harmless from and against, any claim, loss, taxes, penalties or any other liability or damages in connection with, or arising out of, any act or omission if we acted on an authorized individual's instructions in good faith and in reliance on this Authorization.

The designated activities are defined as follows:

- 1. RECEIVE ACCOUNT INFORMATION** – "Account Information" includes all current and historical financial and non-financial information regarding your Annuity including, but not limited to, your Account Value, Surrender Value, Free Withdrawal Amount, and Beneficial Owner, Key Life, Successor Designations, and Address-of-Record.
- 2. PERFORM ACCOUNT MAINTENANCE** – "Account Maintenance" is currently limited to the following: changes to the Address-of-Record for the Beneficial Owner(s) and termination of a Systematic Withdrawal program. Additional maintenance activities may be available in the future.
- 3. PROVIDE INVESTMENT/ALLOCATION INSTRUCTIONS** – "Investment/Allocation Instructions" includes all activities which affect the investment of your Account Value in the Sub-Accounts available (consult your current prospectus). These activities include transfers between Sub-Accounts; changes in Standing Allocation initiating, terminating or making changes to allocation instructions, where applicable, for Optional Programs such as Systematic Withdrawals, Automatic Rebalancing, Dollar Cost Averaging and Fixed Option renewal.

This authorization may be revoked by calling **1-800-752-6342**. Proper identification of the caller will be required to revoke this authorization. Note: This section cannot be used for Third Party Investment Advisor authorizations.

### KEY LIFE

The Key Life is the person whose life expectancy is used to determine payments. The Key Life may not be changed. You may not name a contingent Key Life.

### QUALIFIED TRUST

By indicating that the owner is a qualified trust, you are representing that all of the following criteria have been met:

- The trust is valid under state law;
- The trust is irrevocable or will, by its terms, become irrevocable upon the death of the participant;
- The beneficiaries of the trust who are beneficiaries with respect to the trust's interest in the employee's benefit must be identifiable from the trust instrument;
- All required documentation has been provided to the plan administrator;
- All trust beneficiaries are individuals; and
- The trustee of the trust that is named as beneficiary has supplied all required documentation to the plan administrator (or in the case of IRA, the IRA trustee, custodian, or issuer) by October 31 of the year following the year of the participant's death and is in compliance with Reg. § 1.401(a)(9)-4, A-6(b)(1).

### SUCCESSORS

- The Beneficial Owner reserves the right to change the Successor unless the Beneficial Owner notifies PALAC In Writing that the Successor designation is irrevocable.
- If an Attorney-in-Fact signs the enrollment, the Attorney-in-Fact may only be designated as a Successor if the Power-of-Attorney instrument and the relevant state law permit it.

### DEATH BENEFIT

Death benefit proceeds, if any, are payable in equal shares to the surviving Successors in the appropriate Successor class unless you request otherwise.

### e-DOCUMENTS

If the e-Documents service is elected, the Beneficial Owner(s) will not receive paper documents, unless paper documents are specifically requested. You must include the e-mail address of the Beneficial Owner(s) who will be notified by e-mail when documents are available for viewing on the PALAC Web site. You may update your subscription information, change your e-mail address, and revoke consent or obtain a paper copy of any document by contacting PALAC Customer Service at **1-800-752-6342** or by e-mail at **service@prudential.com**. The availability of certain e-Documents may be subject to change. PALAC will notify you regarding changes to the types of documents offered electronically for viewing.

Consent will be withdrawn upon due proof of your death if all of your accounts are fully surrendered or when you notify us that you are revoking your consent to e-Documents service.

### WITHHOLDING STATEMENT

Federal and some state laws require that PALAC withhold income tax from certain cash distributions, unless the recipient requests that we not withhold. You may not opt out of withholding unless you have provided PALAC with a U.S. residence address and a Social Security Number/Taxpayer Identification Number.

If you request a distribution that is subject to withholding and do not inform us in writing NOT to withhold Federal Income Tax before the date payment must be made, the legal requirements are for us to withhold tax from such payment.

If you elect not to have tax withheld from a distribution or if the amount of Federal Income Tax withheld is insufficient, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding estimated tax payments are not sufficient. For this purpose you may wish to consult with your tax advisor.

Some states have enacted state tax withholding. Generally, however, an election out of Federal withholding is an election out of state withholding.

**PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION  
ONE CORPORATE DRIVE  
SHELTON, CONNECTICUT 06484**

**STATEMENT OF VARIABLE MATERIAL FOR FORM:**

**IBVAA(2/09)**

**FIXED AND VARIABLE DEFERRED ANNUITY APPLICATION**

Brackets in the referenced Application forms designate any information that may change or may vary. For any designated class of annuity purchaser the information shown within brackets in the referenced application forms will not be applied or changed in a discriminatory manner.

**ADMINISTRATIVE SECTIONS:** We view any information indicated below the filed Application form numbers in the lower left hand corner of the Application form to be administrative in nature and not made part of the Application. For this reason we have not placed brackets around such information, and it is subject to change based on business need. Such administrative information assists us in identifying or tracking certain information.

**COMPANY LOGO, COMPANY ADDRESS, CUSTOMER SERVICE ADDRESSES:** The current Company logo, address, telephone number, fax number, web site, etc. are as indicated in the Application. These are subject to change over time.

**MARKETING NAMES:** Marketing names are used throughout the Applications and are subject to change for any specific annuity product indicated in the Applications or in the event an annuity product is offered for private label or proprietary use.

**PRODUCT NAME:** The Application forms will indicate the annuity product for which the annuity purchaser is applying. Product names are subject to change. We reserve the right to discontinue offering certain annuity products and to add any new annuity products we may develop, including those annuity products designed for proprietary or private label use.

**APPLICATION INSTRUCTIONS:** Any left-hand column instructions, including arrows and other such symbols, are designed to assist the annuity purchaser with completing the Application(s). Instruction language may change over time based on any state/federal requirements and based on any additional clarification or instruction we may wish to add in the future.

**OWNER INFORMATION- DECEDENT:** This section is bracketed to indicate that we may revise this section depending on product-specific rules and requirements, including any regulatory requirements.

**OWNER INFORMATION- BENEFICIAL OWNER:** This section is bracketed to indicate that we may revise this section depending on product-specific rules and requirements, including any regulatory requirements.

**OWNER INFORMATION -- e-Documents:** This entire section may be deleted or modified over time to reflect any changes that may be required for specific annuity products or to reflect changes in electronic process or business requirement.

**BAR CODING:** We reserve the right to include bar codes to assist us with tracking and/or identifying application information.

**OWNER INFORMATION – ENTITY/TRUST:** We reserve the right to modify the Entity/Trust section under the Ownership category to reflect any information that may be annuity product-related. In addition, the information may change as a result of any regulatory requirements. We also reserve the right to delete this section entirely if it becomes no longer applicable.

**OWNER INFORMATION- KEY LIFE:** This section is bracketed to indicate that we may revise this section depending on product-specific rules and requirements, including any regulatory requirements.

**SUCCESSOR INFORMATION:** This section is bracketed to indicate we may revise this section depending on product-specific rules and requirements, including any regulatory requirements.

**ANNUITY INFORMATION – EXISTING ANNUITY OR LIFE INSURANCE COVERAGE:** This section is subject to change based on any changes to regulatory replacement regulations and requirements.

**ANNUITY INFORMATION -- PURCHASE PAYMENT:** This section is subject to change based on the Company's changing its business requirements or based on any federal or state requirements.

**ANNUITY INFORMATION – TYPE OF MARKET BEING REQUESTED:** The type of market may vary depending on any specific annuity product we may offer. This section may also be changed based on any new regulatory requirements.

**INVESTMENT SELECTION:** This section may change based on the Company's business need and based on any regulatory requirements.

**OPTIONAL ADMINISTRATIVE PROGRAMS:** We reserve the right to change or not make available any optional administrative programs currently indicated within brackets.

**FINANCIAL PROFESSIONAL AUTHORIZATION:** This section may change based on the Company's business need and based on any regulatory requirements.

**NOTICES: - STATE NOTICES:** This section may change based on any regulatory requirements. In addition, we reserve the right to delete any information shown in this section and to move the information to other forms as permitted by a regulator.

**SIGNATURES:** All sections under this category are contained in brackets to indicate the information shown may change based on: (1) product-specific requirements; (2) regulatory requirements; and (3) business need.

**FOR BROKER/DEALER USE ONLY BOX:** We may move this information to another section of the Application forms or change it or delete it entirely, based on the Company's business requirements.

**FINANCIAL PROFESSIONAL INFORMATION – FINANCIAL PROFESSIONAL AND BROKER/DEALER:** This section may change based on the Company's business need and based on any regulatory requirements.

**FINANCIAL PROFESSIONAL INFORMATION – REQUIRED QUESTIONS:** This section is subject to change based on any changes to regulatory replacement requirements.

**FORMATTING:** The Company reserves the right to make formatting changes based on any revisions to the Application forms. Such changes include, but are not limited to, changes in layout, typeface, color, sequential order, and pagination.



# Prudential

## BENEFICIARY VARIABLE ANNUITY APPLICATION FORM

Not for use in NY. For use by beneficiaries of annuities for exchange or transfer.

Variable Annuities are issued by Prudential Annuities Life Assurance Corporation ("PALAC") and are distributed by Prudential Annuities Distributors, Inc., both located at One Corporate Drive, Shelton, CT 06484. Both are Prudential Financial companies. Each company is solely responsible for its own financial condition and contractual obligations. Prudential Financial, the Rock Logo, and the Rock Prudential Logo are registered service marks of the Prudential Insurance Company of America, Newark, NJ, and its affiliates.

**Annuity Service Center**  
1-800-752-6342  
8:00AM-7:00PM ET, Monday-Thursday  
8:00AM-6:00PM ET, Friday  
www.prudentialannuities.com

**Regular Mail Delivery**  
Annuity Service Center  
P.O. Box 7960  
Philadelphia, PA 19176

**Overnight Service, Certified or Registered Mail Delivery**  
Prudential Annuity Service Center  
2101 Welsh Road  
Dresher, PA 19025

### Product

(A product must be selected)

- ASAP III     APEX II     ASL II

## 1. OWNERSHIP INFORMATION

### A. Decedent

**Decedent's Name** (First, Middle, Last Name)

\_\_\_\_\_

**Decedent's Date of Birth** \_\_\_\_\_  
(Month / Day / Year)

**Decedent's Date of Death** \_\_\_\_\_  
(Month / Day / Year)

**Source of Funds:**     Non-Qualified     IRA     SEP IRA     Roth IRA  
                                   403(b)                    Other

### B. Beneficial Owner

Mr.     Mrs.     Ms.

**Name** (First, Middle, Last Name)

\_\_\_\_\_

**Social Security/Tax I.D. Number**

\_\_\_\_\_

**Date of Birth**

\_\_\_\_\_

(Month / Day / Year)

**Gender**

M     F

**U.S. Citizen**

**Resident Alien**

Citizen of \_\_\_\_\_

**Non-Resident Alien**

Citizen of \_\_\_\_\_

**Address**

Street Address

\_\_\_\_\_

City

\_\_\_\_\_

State

ZIP Code

\_\_\_\_\_-\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_

**E-mail Address** (Required for e-Document service)

\_\_\_\_\_

For an UTMA/UGMA use: Name of Custodian C/F Name of Minor, State UTMA, e.g., "John Doe C/F John Doe, Jr., CT UTMA." Provide the Minor's Social Security Number.

If Owner is a Non-Resident Alien, submit IRS Form W-8(BEN, ECI, EXP or IMY).

### For Faster Delivery

**e-Documents:** If checked, I consent to accept documents for my Variable Annuity electronically. E-mail notifications will be provided indicating that documents are available and will include instructions on how to quickly and easily access them on-line.

I understand that I will receive documents including statements, confirmations, prospectuses and reports electronically until I notify PALAC that I am revoking my consent at which time I will begin receiving paper documents by mail. I also understand there is no fee charged for paper copies, and I may be charged fees by other parties in connection with using the e-Document service such as on-line charges.



## 2. SUCCESSOR INFORMATION

Indicate classifications of each Successor. Percentage of benefit for all Primary Successor(s) must total 100%.

Percentage of benefit for all Contingent Successor(s) must total 100%.

Use Section 6 of this Application to list additional Successor(s). All required information must be supplied.

- On an UTMA or UGMA account, the Minor's estate must be the sole Primary Successor. A Contingent Successor is not allowed on an UTMA or UGMA.

### A. Successor

Primary     Contingent

Percentage of Benefit

\_\_\_\_\_%

Name (First, Middle, Last Name)

\_\_\_\_\_

Relationship to Beneficial Owner

\_\_\_\_\_

Social Security/Tax I.D. Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

(Month / Day / Year)

Gender

M     F

If Successor is a non-natural person, please indicate:

Corporation     Charity     Revocable Trust     Irrevocable Trust

Trust Date

\_\_\_\_\_

(Month / Day / Year)

### B. Successor

Primary     Contingent

Percentage of Benefit

\_\_\_\_\_%

Name (First, Middle, Last Name)

\_\_\_\_\_

Relationship to Beneficial Owner

\_\_\_\_\_

Social Security/Tax I.D. Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

(Month / Day / Year)

Gender

M     F

### C. Successor

Primary     Contingent

Percentage of Benefit

\_\_\_\_\_%

Name (First, Middle, Last Name)

\_\_\_\_\_

Relationship to Beneficial Owner

\_\_\_\_\_

Social Security/Tax I.D. Number

\_\_\_\_\_

Date of Birth

\_\_\_\_\_

(Month / Day / Year)

Gender

M     F

### 3. ANNUITY INFORMATION

#### Required

If yes, a State Replacement Form is required for NAIC model regulation states.

IMPORTANT: Proceeds from a Life Insurance policy may not be used to fund the Beneficiary Annuity for which you are applying.

Use Section 6 of this Application to specify additional coverage.

#### Required

Purchase Payment amounts may be restricted by PALAC; please see your Prospectus.

#### Required

#### A. Existing Annuity or Life Insurance Coverage

1. Do you have any existing Annuity or Life Insurance contracts?

Yes  No

2. Will the Annuity being applied for replace (in whole or in part) one or more existing Annuity or Life Insurance contracts? If yes, complete the following and submit a State Replacement Form, if required.

Yes  No

Company Name

\_\_\_\_\_

Policy or Annuity Number

\_\_\_\_\_

Year Issued

\_\_\_\_

#### B. Purchase Payment

This Annuity will be funded by a 1035 Exchange, or Tax Qualified Transfer/Rollover.

Estimated Purchase Payment amount \$ \_\_\_\_\_.

#### Source of Funds

Non-Qualified 1035 Exchange

Trustee to Trustee Transfer

Direct Rollover

#### C. Type of Market Being Requested

Non-Qualified

IRA

Roth IRA

#### D. Investment Selection

**An Allocation Instruction Form must be completed and submitted with this Application.**

**An Inherited Beneficiary Required Distribution Form must be completed and submitted with this Application.**

### 4. OPTIONAL ADMINISTRATIVE PROGRAMS

The following optional programs are available:

To enroll in any of these programs, check the appropriate box and submit the **Optional Administrative Program Form**.

Automatic Rebalancing

Dollar Cost Averaging (DCA)

To enroll in Systematic Withdrawals, check here and submit the **Systematic Withdrawal Enrollment Form**.

### 5. FINANCIAL PROFESSIONAL AUTHORIZATION

DO YOU AUTHORIZE your Financial Professional to perform any of the designated activities below?

Yes  No

Please indicate what designated activities you authorize your Financial Professional to have.

Receive Account Information

Perform Account Maintenance

Provide Investment/Allocation Instructions

If not checked, we will assume your answer is "Yes" (except in Utah, where we will assume your answer is "No") and you consent to all designated activities. For definitions, see Definitions and Disclosures.

- If needed for:
- Annuity Replacement
  - Successors
  - Entity Authorized Individuals
  - Special Instructions

## 6. ADDITIONAL INFORMATION

---



---



---



---



---



---

## 7. NOTICES

### A. State Notices

**FOR ANY ANNUITY ISSUED UNDER A GROUP CONTRACT:** The Owner of the group contract is the Prudential Annuities Insurance Trust, an out-of-state, discretionary trust under the regulation of Illinois law.

**ARIZONA:** Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**CONNECTICUT:** Any person who knowingly gives false or deceptive information when completing this form for the purpose of defrauding the company may be guilty of insurance fraud. This is to be determined by a court of competent jurisdiction.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**MARYLAND:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MINNESOTA:** This policy or contract is not protected by the Minnesota Life and Health Insurance Guarantee Association or the Minnesota Insurance Guarantee Association. In the case of insolvency, payment of claims is not guaranteed. Only the assets of the insurer will be available to pay your claim.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

#### NORTH CAROLINA:

1. Did you receive a prospectus for this Annuity?  Yes  No
2. Do you believe the Annuity meets your financial objectives and anticipated future financial needs?  Yes  No

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

**PENNSYLVANIA and KANSAS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**VIRGINIA:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**WASHINGTON:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**ALL OTHER STATES:** Any person who knowingly gives false or deceptive information when completing this form for the purpose of defrauding the company may be guilty of insurance fraud.

North Carolina residents must respond to these questions.

## 8. SIGNATURES

### A. Agreement

For individual applicants, continue to number 2 below.

For Entity Owned Application, check appropriate box.

PALAC reserves the right to require additional corporate documents.

I represent to the best of my knowledge and belief that the statements made in this application are true and complete. I have received either a paper copy of the prospectus for this Annuity or a sales kit for this Annuity with the prospectus on compact disk (the "CD Prospectus"). I understand that by accepting the CD Prospectus, I acknowledge that I have access to a personal computer or similar device, and have the ability to read the CD Prospectus using that technology. I understand that I have the right to revoke my consent to receiving the CD Prospectus, and that I am free to obtain a paper copy of the Annuity prospectus at any time, and at no cost to me, by calling 1-800-752-6342.

**1. For entity owned Applications:** In addition to the statements below, the entity's authorized individuals further certify that:

- A) Authorized individuals are signing on behalf of the entity purchasing this Annuity and are authorized and empowered by the entity to  independently or  collectively enter into contracts and financial transactions including but not limited to the purchase of this Annuity, make any subsequent withdrawals or surrenders and to exercise all ownership rights under the Annuity in the entity's name; and
- B) That the entity is duly organized and existing and in compliance with all laws and regulations; and
- C) The entity will notify PALAC in writing of a change in or revocations of authorized individuals to act with respect to the Annuity and any changes in the entity's status which would cause any of the statements in this application to be incorrect or incomplete; and
- D) Authorized individuals understand that the Annuity may be subject to tax treatment different from that of individually owned tax-deferred Annuities, that as a result the increases in the Annuity value during any Annuity year may be treated as ordinary income received and accrued by the Beneficial Owner during that year end, if the entity deemed it necessary, it has consulted an independent tax and/or legal advisor for more information; and
- E) The authorized individuals and the entity agree to indemnify PALAC, its affiliates and representatives for any and all damages, losses, claims, causes of action or other liability of any kind that may be asserted now or in the future arising out of or related to any acts or omissions taken by PALAC upon my instructions and in reliance upon our representations to PALAC in connection with the Annuity owned by the entity.

If not previously specified that each authorized individual may act independently, we will require all authorized individuals' signatures to process transactions on the Annuity. If additional space is required for the names and signatures of authorized individuals, please attach a separate page.

**2. I understand that if I have purchased another Non-Qualified Annuity from PALAC or an affiliated company this calendar year that they will be considered as one Annuity for tax purposes.**

Annuity payments, benefits or surrender values, when based on the investment experience of the separate account investment options, are variable and not guaranteed as to a dollar amount;

This Variable Annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs;

Amounts allocated to an MVA Option will be subject to a Market Value Adjustment if withdrawn or transferred at any time other than during the 30 day period prior to the MVA Option's Maturity Date. A Market Value Adjustment may result in either an upward or downward adjustment to the value.

**e-Documents:** If checked in Section 1C and e-mail address is supplied, I consent to viewing documents pertaining to all accounts electronically. I understand that I will no longer receive paper documents until I specifically revoke this consent.

Required

**State where signed:**  (Required. If application is signed in a state other than the Owner's state of residence, a Contract Situs Form may be required.)

#### Beneficial Owner's Tax Certification (Substitute W-9)

Under penalty of perjury, I certify that the taxpayer identification number (TIN) I have listed on this form is my correct TIN. I further certify that the citizenship/residency status I have listed on this form is my correct citizenship/residency status.

I have been notified by the Internal Revenue Service that I am subject to backup withholding due to underreporting of interest or dividends.

For definitions, see Definitions and Disclosures.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Sign Here

**Beneficial Owner:** X \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Month / Day / Year)

Sign Here

**For Trust Owned Agreements:**

**Key Life:** X \_\_\_\_\_  
(If different from Beneficial Owner)

**Date:** \_\_\_\_\_  
(Month / Day / Year)

For Broker/Dealer Use Only

Networking No. \_\_\_\_\_

Annuity No. (If established)

\_\_\_\_\_

## 9. FINANCIAL PROFESSIONAL INFORMATION

### A. Financial Professional

**Financial Professional Name** (First, Middle, Last Name)

\_\_\_\_\_

**Financial Professional ID Number**

\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_

**e-mail**

\_\_\_\_\_

**ID/Florida License Number** (If Applicable)

\_\_\_\_\_

**Percent**

\_\_\_\_\_

### B. Financial Professional

**Financial Professional Name** (First, Middle, Last Name)

\_\_\_\_\_

**Financial Professional ID Number**

\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_

**e-mail**

\_\_\_\_\_

**ID/Florida License Number** (If Applicable)

\_\_\_\_\_

**Percent**

\_\_\_\_\_

### C. Broker/Dealer

**Broker/Dealer Name**

\_\_\_\_\_

### D. Required Questions

1. Do you have any reason to believe that this applicant has any existing annuity or life insurance coverage?

Yes  No

2. Do you have any reason to believe that the annuity applied for is to replace existing annuity or life insurance contracts?

Yes  No

### Financial Professional (FP) Statement

I am authorized and/or appointed to sell this Variable Annuity. I have fully discussed and explained the Variable Annuity features and charges to the Beneficial Owner, including restrictions. I believe this Variable Annuity is suitable given the Beneficial Owner's investment time horizon, goals and objectives. I represent that: a) I have delivered current applicable prospectuses and any supplements for the Variable Annuity (which includes summary descriptions of the underlying investment options); b) have used only current PALAC approved sales material; and c) have left copies of the following sales material with the applicant:

Brochure  Special Rate Brochure

Illustrations  Other company approved material \_\_\_\_\_

I acknowledge that PALAC will rely on this statement.

**FP Signature:** X \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Month / Day / Year)

**FP Signature:** X \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Month / Day / Year)

Required

IMPORTANT: Proceeds from a Life Insurance policy may not be used to fund Beneficiary Annuities.

Copies of any Illustrations used must accompany the application.

Sign Here

Sign Here

IBVAA(2/09)

ORD 202083

Page 7 of 7

Please Select

**For Financial Professional Use Only.** Please contact your home office with any questions.

Option A  Option B  Option Double B  Option C



**Prudential Annuities**  
A Business of Prudential Financial, Inc.  
1 Corporate Dr  
Shelton, CT 06484  
(800) 752-6342

**VIA SERFF**

November 25, 2008

Honorable Julia Benafield Bowman, Insurance Commissioner  
Life and Health Division  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201

Attn: Claudia Meeks, Rates and Form Filings

RE: Prudential Annuities Life Assurance Corporation ("Prudential Annuities," "we," "us")  
NAIC #86630 FEIN # 06-1241288

Forms Submitted for Approval:

Endorsement Form END-BENE(2/09)  
Endorsement Form END-IRABEN(2/09)  
Endorsement Form END-ROTHBEN(2/09)  
Schedule Page APEX2-DCD/CRT(2/09)-03  
Schedule Page ASAP3-DCD/CRT(2/09)-03  
Schedule Page ASL2-DCD/CRT(2/09)-03  
Schedule Page ASL-DCD/CRT(2/09)-03  
Schedule Page XT-DCD/CRT(2/09)-03  
Annuity Application Form IBVAA(2/09)

Dear Ms. Meeks:

Prudential Annuities respectfully submits the referenced forms and annuity application for your approval.

The purpose of each referenced Endorsement Form is to allow us to receive the death benefit proceeds from another company's investment vehicle and to pay out the death proceeds to the decedent's beneficiary over the beneficiary's life expectancy, via one of our annuity certificates. The annuity we issue to the decedent's beneficiary is often referred to as an "inherited beneficiary" annuity or a "stretch" annuity. The advantage of an inherited beneficiary annuity is that it permits the beneficiary the flexibility to draw from the invested proceeds over his or her life expectancy, as much and as often as he or she wants, provided that the beneficiary withdraws at least the IRS-mandated minimum amount annually.

The enclosed Endorsement Forms will be used with our annuity certificates previously approved by the Department with which the endorsement's use is appropriate. Endorsement Form END-BENE(2/09) will be used when the death benefit proceeds are received from another insurer's non-qualified annuity contract. Endorsement Form END-IRABEN(2/09) will be used when the death benefit proceeds are received from another company's qualified investment vehicle or annuity contract (other than a Roth IRA). Likewise, Endorsement Form END-ROTHBEN(2/09) will be used when the death benefit proceeds are received from another company's Roth IRA account or annuity contract.

Schedule Pages APEX2-DCD/CRT(2/09)-03, ASAP3-DCD/CRT(2/09)-03, ASL2-DCD/CRT(2/09)-03, ASL-DCD/CRT(2/09)-03, and XT-DCD/CRT(2/09)-03 will be used with our previously-approved annuity certificates when they have been endorsed with one of the endorsements described in the preceding paragraph. These Schedule Pages replace the current Page 3 in our previously-approved annuity certificates, allowing for the designation of: the Participant as the "Decedent for the benefit of (FBO) the beneficiary," and the Key Life whose life expectancy is the basis for determining payments under the beneficiary annuity.

The enclosed application form IBVAA(2/09) will be used when the decedent's beneficiary applies for one of our beneficiary annuities.

Any brackets in the enclosed Endorsement or Application indicate that we reserve the right to change the information shown within brackets, without re-filing with your Department, based on new business

requirement and any specific classifications of annuity holders to which we wish to offer these benefits. Statements of Variable Material are included with this filing to describe how variable information may change. Any brackets in the enclosed Schedule Pages designate variable material that varies by Annuity purchaser.

Please note that any certifications or other materials Prudential Annuities believes you require are enclosed. Prudential Annuities believes that federal law exempts these forms from any "Flesch score" or readability requirements in your statutes or regulations. Unless otherwise informed, Prudential Annuities reserves the right to alter the pagination, layout, including sequential order, color, and typeface of these forms. Prudential Annuities confirms any such change will be in conformance with your State's filing requirements.

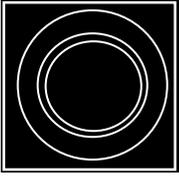
Please contact the undersigned as indicated below if you have any questions or require additional information.

Very truly yours,



Pamela Bonaparte-Golding  
Contract Specialist  
Phone: (203) 944-7544  
Email: [pamela.bonaparte-golding@prudential.com](mailto:pamela.bonaparte-golding@prudential.com)  
Fax: (203) 944-7737

***Enclosures***



**ARKANSAS  
INSURANCE  
DEPARTMENT**

400 University Tower Building  
1123 South University Ave.  
Little Rock, Arkansas 72204

Lee Douglass  
Insurance Commissioner

501-686-2900

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Prudential Annuities Life Assurance Corporation (A Prudential Financial Company)

Company NAIC Code: 86630

Company Contact Person & Telephone # Pamela Bonaparte-Golding (203) 944-7544

INSURANCE DEPARTMENT USE ONLY

ANALYST: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ ROUTE SLIP: \_\_\_\_\_

ALL FEES ARE PER EACH INSURER. PER ANNUAL STATEMENT LINE OF BUSINESS.  
UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing.

\* \_\_\_ x \$ 50 = \_\_\_

\*\*Retaliatory\_\_\_

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.

\* \_\_\_ x \$ 50 = \_\_\_

\*\*Retaliatory\_\_\_

Life and/or Disability: Filing and review of Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form.

\* 9 x \$ 20 = \$180.00

\*\*Retaliatory\_\_\_

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer.

\* \_\_\_ x \$ 25 = \_\_\_

\*\*Retaliatory\_\_\_

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority.

\* \_\_\_ x \$400= \_\_\_

Filing to amend Certificate of Authority.

\*\*\* \_\_\_ x \$100= \_\_\_

\*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.

\*\*THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

\*\*\*THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. § 23-61-401.