

SERFF Tracking Number: PRUD-126076020 State: Arkansas
 Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 42400
 Company Tracking Number: PRGA-GA-2020-TGWB3-0805-ED-AR
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: GA-2020-TGWB3-0805
 Project Name/Number: GA-2020-TGWB3-0805/GA-2020-TGWB3-0805

Filing at a Glance

Company: Prudential Retirement Insurance and Annuity Company

Product Name: GA-2020-TGWB3-0805 SERFF Tr Num: PRUD-126076020 State: Arkansas
 TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- Closed State Tr Num: 42400

Sub-TOI: A03G.002 Flexible Premium Co Tr Num: PRGA-GA-2020- TGWB3-0805-ED-AR State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Dan Arcure, Elaina Ditillo, Mary Figured, Loretta Forsythe, Jessica Frazier, Jessica Kaimo, Laurie Kaszuba, Lois Kelly, Kelli Gaughan, Corinne Trichilo, James Malloy, Samantha Michaud, Karen Mooney, Suzi Roe, Jessica Roman, Lynn Vega, Laurie Alapick

Date Submitted: 05/15/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GA-2020-TGWB3-0805
 Project Number: GA-2020-TGWB3-0805
 Requested Filing Mode:

Status of Filing in Domicile: Pending
 Date Approved in Domicile:
 Domicile Status Comments: We have submitted the Target Form to Connecticut Department of Insurance, our domiciliary state, on May 8, 2009. We have not received Connecticut approval of the Target Form at the time of this filing.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Trust

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Filing Status Changed: 05/19/2009

Explanation for Other Group Market Type:

State Status Changed: 05/19/2009

Deemer Date:

Created By: Kelli Gaughan

Submitted By: Elaina Ditillo

Corresponding Filing Tracking Number: PRGA-GA-2020-TGWB3-0805

Filing Description:

We enclose for approval on a general basis Group Annuity Contract Rider Form GA-2020-TGWB3-0805. The Target Form is new and does not replace any form previously filed with the Department.

The Target Form is a rider to be used in conjunction with previously approved group annuity contract forms issued to pension and profit sharing plans qualified under Section 401(a) of the Internal Revenue Code and government sponsored deferred compensation plans qualified under Section 457 of the Internal Revenue Code. The Target Form will be marketed to sophisticated plan sponsors and third party record-keepers of the above referenced programs.

The Target Form is similar to Group Annuity Contract Rider form GA-2020-IFGW2-0805 ("IncomeFlex Form"), which was approved by your Department on January 3, 2007.

As with the IncomeFlex Form, the Target Form is designed to enable participants covered by contracts issued with the Target Form to receive an income stream for their lives by making withdrawals of up to a pre-determined percentage for their lifetimes, regardless of the investment performance of the investments required to be used in connection with the Target Form. The Target Form will continue to promote a focus on a retirement income stream as the goal of defined contribution savings; and maintaining a level of equity investment throughout a participant's lifetime.

The Target Form benefit is similar to the IncomeFlex Form benefit in that, when withdrawals start, an annual guaranteed withdrawal amount is calculated based on the highest of (i) the then-current market value of specified investments, (ii) a highest periodic market value since the benefit became effective (i.e., highest birthday value) or (iii) contributions accumulating at a pre-defined rate (i.e., roll-up value). Participants then may withdraw an amount equal to a fixed percentage of that base each year for the rest of their lives, regardless of the investment performance of the investments required to be used in connection with the Target Form. Positive investment performance may be passed through by allowing a "step-up" of the guaranteed withdrawal amount when circumstances allow. Participants maintain control of their account balances by being permitted to withdraw all or a portion of the remaining market value of the investments used in connection with the Target Form to meet unforeseen needs. If such a withdrawal exceeds the annual guaranteed withdrawal amount, the guaranteed income stream will be reduced. If the market value of investments used in connection with the Target Form is depleted by guaranteed withdrawals and/or market performance, PRIAC will pay the annual guaranteed withdrawal amount out of its general account for the remainder of the participant's life.

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However, the Target Form differs from the IncomeFlex Form in the following aspects:

a) offers three different withdrawal percentage age bands at lock-in date, instead of two, with same or higher guaranteed withdrawal percentages:

- i) ages 55 to 64: 4.25%;
- ii) ages 65 to 69: 5.00%; and
- iii) ages 70 and over: 5.75%.

b) in lieu of charging a higher guarantee fee for spousal coverage, the withdrawal percentages are reduced as follows, if spousal coverage is elected:

- i) ages 55-64: 3.75%;
- ii) ages 65-69: 4.50%; and
- iii) ages 70 and over: 5.25%

c) no minimum age requirement to invest in the Target Form;

d) flexibility to include or exclude the "highest birthday value", "roll-up value", or "spousal benefit";

e) the initiation of income base guarantees and related guarantee fees is based on the type of investment and not the age of the participant; for example, with respect to target date funds, the guarantees begin 10 years before the investments' target date.

For your convenience, we have provided a redlined comparison of the Target Form to the IncomeFlex Form.

The filing fee of \$20.00 is being sent via EFT to cover the filing fee for this form.

We have submitted the Target Form to Connecticut Department of Insurance, our domiciliary state, on May 8, 2009. We have not received Connecticut approval of the Target Form at the time of this filing.

Please note that our domicile state, Connecticut, does not charge a filing fee, therefore, retaliatory filing fees are not applicable.

A Memorandum of Variability describing the variable provisions is enclosed.

This form, when issued, may vary in format and company logo.

Please contact me at 732-482-8870 if you have any questions regarding this filing.

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Company and Contact

Filing Contact Information

Ann Jadro, Second Vice President ann.jadro@prudential.com
 Prudential 732-482-8870 [Phone]
 200 Wood Avenue South 732-482-8946 [FAX]
 Iselin, NJ 08830

Filing Company Information

Prudential Retirement Insurance and Annuity Company CoCode: 93629 State of Domicile: Connecticut
 280 Trumbull Street Group Code: 304 Company Type: Life
 Hartford, CT 06103 Group Name: State ID Number:
 (860) 534-2890 ext. [Phone] FEIN Number: 06-1050034

Filing Fees

Fee Required? Yes
 Fee Amount: \$20.00
 Retaliatory? No
 Fee Explanation: Rider fee
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Prudential Retirement Insurance and Annuity Company	\$20.00	05/15/2009	27912056

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/19/2009	05/19/2009

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Disposition

Disposition Date: 05/19/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Memorandum of Variability	Yes	Yes
Supporting Document	Redlined Version of IFX Target Form	Yes	Yes
Supporting Document	NACI Transmittal Form	Yes	Yes
Form	Target Guaranteed Withdarawal Rider	Yes	Yes

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Form Schedule

Lead Form Number: GA-2020-TGWB3-0805

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GA-2020-TGWB3-0805	Policy/Contract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	PRIAC_GA-2020-TGWB3-0805 Final 5-08-09.pdf

^A[PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
280 Trumbull Street, Hartford, Connecticut 06103

AMENDMENT

WHEREAS, [ABC Company] entered into [Investment Agreement GA-12345] (the ^B["Agreement" / "Contract"]) with Prudential Retirement Insurance and Annuity Company effective [MMMM DD, 20YY]; and

WHEREAS, Prudential Retirement Insurance and Annuity Company and [ABC Company] desire to amend the ^B["Agreement / Contract "];

NOW THEREFORE, the ^B["Agreement / Contract "] is hereby amended as follows:

1. the attached Target Guaranteed Withdrawal Rider is attached to and made part of the ^B["Agreement / Contract "]
2. the Table of Contents is revised to include the Target Guaranteed Withdrawal Rider

[ABC Company]	PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
By: [John Doe]	By: [John Doe]
Title:	Title: [Second Vice President]
Date: _____	Date: _____

]

TARGET GUARANTEED WITHDRAWAL RIDER

SECTION 1. DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the ^B[Agreement / Contract]. Notwithstanding any other provisions of this ^B[Agreement / Contract], for purposes of this Rider the following definitions shall apply:

- 1. ACTIVE ELIGIBLE INVESTMENT.** An Eligible Investment that has attained its Guarantee Activation Date.
- 2. ^J[ANNUAL GUARANTEED WITHDRAWAL AMOUNT].** For each Year, the amount We guarantee will be available as a Guaranteed Withdrawal on and after the Guaranteed Withdrawal Lock-In Date. On the Guaranteed Withdrawal Lock-In Date, such amount is equal to the product of the Guaranteed Withdrawal Percentage and the Income Base. If the Guaranteed Withdrawal Lock-In Date is not on the Participant's Birthday, the ^J[Annual Guaranteed Withdrawal Amount] available between the Guaranteed Withdrawal Lock-In Date and the Participant's next Birthday will be reduced by the percentage equivalent to the ratio of (i) the number of days since the Participant's last Birthday and (ii) 365 days. The ^J[Annual Guaranteed Withdrawal Amount] may be increased or decreased in the manner set forth in Section 3 of this Rider. If the entire ^J[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^J[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^J[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

The ^J[Annual Guaranteed Withdrawal Amount] shall not be greater than ^E[\$250,000] or less than ^E[\$1,000].

- 3. BIRTHDAY.** The anniversary of the date of birth of the Participant or, if such date is not a Valuation Date, the Valuation Date immediately preceding such date.
- 4. CODE.** The Internal Revenue Code of 1986, as amended from time to time.
- 5. CONTRIBUTIONS.** Amounts contributed under the terms of the Plan after the date this Rider becomes part of the ^B[Agreement / Contract] that are allocated to an Active Eligible Investment for the benefit of a Participant.
- 6. CONVERSIONS.** The value of amounts invested in an Eligible Investment on behalf of a Participant ^D[or Eligible Spouse] at the time such Eligible Investment first becomes an Active Eligible Investment, determined in accordance with the documents governing such Eligible Investment. Amounts allocated to an Active Eligible Investment

at the time of Conversion shall not be considered Deposits or Transfers to the Active Eligible Investment.

7. DEPOSITS. The initial amount of Contributions, Transferred Assets or Rollovers that are allocated to an Active Eligible Investment for the benefit of a Participant ^D[or Eligible Spouse] after the date this Rider becomes part of the ^B[Agreement / Contract].

8. ELIGIBLE INVESTMENT. One of the Target-Date Investments or Target-Risk Investments We require to be used to receive Our guarantees under this Rider. Eligible Investments may include asset allocation models. The Plan also may make one or more of these investments available as a Plan investment option that does not receive Our guarantees under this Rider. When used in this Rider, the term “Eligible Investment” refers only to such investments when used to receive Our guarantees under this Rider. The term Eligible Investment includes both Active Eligible Investments and Inactive Eligible Investments.

^D**9. ELIGIBLE SPOUSE.** A Spouse who is eligible to receive a Spousal Benefit and for whom a Participant has elected to receive a Spousal Benefit, in each case in accordance with this Rider, including the terms and conditions of Section 5.]

10. EXCESS WITHDRAWAL. The aggregate amount of Withdrawals in any Year in excess of the ^J[Annual Guaranteed Withdrawal Amount] for that Year other than: (1) certain Withdrawals to comply with the requirements of Section 401(a)(9) of the Code as set forth in Section 12.3 of this Rider, and (2) any ^B[Agreement / Contract]-related Expenses described in Section 7.3 of this Rider ^D[other than any applicable Asset Charge]. Excess Withdrawals in any Year are not reduced by the amount of any subsequent Deposits, Transfers or Conversions allocated to an Active Eligible Investment during such Year.

11. GUARANTEE ACTIVATION DATE. For each Eligible Investment, the date on which We begin to consider the Eligible Investment in determining the ^{D&J}[Roll-Up Value,] ^D[Highest Birthday Value] and Income Base. For each Eligible Investment that is a Target-Date Investment, the Guarantee Activation Date shall be the later of: (a) ^E[January 1] of the year that is ^E[10 years] before its Target Date, or (b) the date the Target-Date Investment becomes an Eligible Investment. For each Eligible Investment that is a Target-Risk Investment, the Guarantee Activation Date shall be the date it becomes an Eligible Investment.

12. GUARANTEE FEE. The fee described in Section 7.1 of this Rider charged for Our guarantees under this Rider.

13. GUARANTEED WITHDRAWAL. For each Year, any amount(s) taken as a Withdrawal after the Guaranteed Withdrawal Lock-In Date pursuant to this Rider that:

- a. in the aggregate do not exceed the ^J[Annual Guaranteed Withdrawal Amount]; and
- b. represents either a Withdrawal or an amount paid by Us from Our general account.

14. GUARANTEED WITHDRAWAL ACCOUNT. A record keeping account established for each Participant under this Rider to track data relevant to Our guarantees under this Rider.

15. GUARANTEED WITHDRAWAL LOCK-IN DATE. The date as of which an ^J[Annual Guaranteed Withdrawal Amount] for the benefit of a Participant ^D[or an Eligible Spouse] is established. Except as provided in Section 2.3, such date shall be the date elected by the Participant ^D[, Eligible Spouse] or such other person or entity specified in the Plan.

A Guaranteed Withdrawal Lock-In Date may not be earlier than the date the Participant attains age ^E[55]. ^D[A Spouse is not eligible to receive the Spousal Benefit under Section 5, unless both the Participant and the Spouse have attained age ^E[55] on the Guaranteed Withdrawal Lock-In Date.] The election of a Guaranteed Withdrawal Lock-In Date cannot be revoked.

16. GUARANTEED WITHDRAWAL MARKET VALUE. On each Valuation Date, the aggregate value of the Participant's ^D[or the Eligible Spouse's] interest in the Active Eligible Investments as determined in accordance with the documents governing the Active Eligible Investments.

17. GUARANTEED WITHDRAWAL PERCENTAGE. The percentage of an Income Base that may be taken as a Guaranteed Withdrawal each Year without reducing the ^J[Annual Guaranteed Withdrawal Amount] ^D[. If the Spousal Benefit under Section 5 is not elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined] as follows:

Participant Age on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage ^D [without Spousal Benefit]
^E [Age 55-64]	^E [4.25%
Age 65-69	5.00%
Age 70+]	5.75%]

^D[If the Spousal Benefit under Section 5 is elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined as shown in the table below.

If the Spouse is eligible to receive the Spousal Benefit under Section 5, and the Spouse is younger than the Participant, the Guaranteed Withdrawal Percentage will be determined by using the Spouse's age, instead of the Participant's, on the Participant's Guaranteed Withdrawal Lock-In Date.]

^D[

Lower Age of Eligible Spouse or Participant on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage with Spousal Benefit
^E [Age 55-64	^E [3.75%
Age 65-69	4.50%
Age 70+]	5.25%]

]

^D[**18. HIGHEST BIRTHDAY VALUE.** The Guaranteed Withdrawal Market Value on the Start Date, and thereafter the highest Guaranteed Withdrawal Market Value as of each of a Participant's Birthdays after the Start Date until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Highest Birthday Value attained is increased by the initial amount of each subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment. Each Withdrawal before the Guaranteed Withdrawal Lock-In Date will reduce the then current Highest Birthday Value by the percentage equivalent to the ratio of (i) the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease in the Highest Birthday Value shall be from the reduced Highest Birthday Value.

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value is reset to equal zero and any Spouse of the Participant on the date of death named as ^G[sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value terminates and is not used in determining the Income Base.]

19. INACTIVE ELIGIBLE INVESTMENT. An Eligible Investment before its Guarantee Activation Date.

20. INCOME BASE. Prior to the Lock-In Date, on each Valuation Date the Income Base] of a Participant ^D[or Eligible Spouse] equals the ^D[Highest Birthday Value] ^{D&} ^J[Roll-Up Value] ^D[greater of the Highest Birthday Value and the ^J[Roll-Up Value]] as of the Valuation Date immediately prior. Prior to the Lock-In Date, the Income Base is determined only for reference.

On the Lock-In Date, the Income Base of a Participant ^D [or Eligible Spouse] equals the ^D [greatest/greater] of his or her:

- a. Guaranteed Withdrawal Market Value;
- b. ^{D & J} [Roll-Up Value;] or
- c. ^D [Highest Birthday Value]

on the Valuation Date immediately prior to his or her Guaranteed Withdrawal Lock-In Date. Thereafter, the Income Base may be increased or decreased in the manner set forth in Section 3 of this Rider.

The Income Base shall not be greater than ^E [\$5,000,000].

21. RIDER. This Guaranteed Withdrawal Rider that is a part of the ^B [Agreement / Contract].

22. ROLLOVERS. Amounts contributed to the Plan under Code Sections 401(a)(31), 402(c), 403(a)(4) or 408(d)(3)(A)(ii).

^D **23. ^J [ROLL-UP VALUE].** The ^J [Roll-Up Value] of a Participant ^D [or Eligible Spouse] equals the sum of all Deposits, Transfers and Conversions allocated to an Active Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of ^E [3]% from the date of the Deposit, Transfer or Conversion until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Withdrawal or Transfer from an Active Eligible Investment before the Guaranteed Withdrawal Lock-In Date will reduce the ^J [Roll-Up Value] by the percentage equivalent to the ratio of (i) the amount of the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease of the ^J [Roll-Up Value] shall be from the reduced ^J [Roll-Up Value].

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the ^J [Roll-Up Value] is reset to equal zero and any Spouse of the Participant on the date of death named as ^G [sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the ^J [Roll-Up Value] terminates and is not used in determining the Income Base.]

^D[**24. SPOUSE.** For purposes of this Rider, Spouse shall mean, at the times specified in this Rider:

- a. the person to whom a Participant is legally married, determined under applicable state law; or
- b. the person with whom a Participant has a legal civil union partnership, recognized under applicable state law.]

^D[**25. SPOUSAL BENEFIT.** An optional benefit described in Section 5 of this Rider.]

26. START DATE. The date on which a Guaranteed Withdrawal Account is established for a Participant. Except as provided in Section 2.3, this date shall be the date of the first allocation to an Active Eligible Investment on behalf of the Participant.

27. STEP-UP AMOUNT. The excess, if any, of (a) over (b), determined annually as of the Step-Up Date, where:

- a. is the Guaranteed Withdrawal Market Value; and
- b. is the Income Base

28. STEP-UP DATE. After the Guaranteed Withdrawal Lock-In Date, each Valuation Date that immediately precedes the Participant's Birthday.

29. TARGET DATE. ^H[The specified target date of each Target-Date Investment, such date being the approximate retirement date for which the asset allocation strategy is designed.]

30. TARGET-DATE INVESTMENT. ^H[An investment option with a mix of investments that takes into account a target date for retirement.]

31. TARGET-RISK INVESTMENT. ^H[An investment option with a mix of investments that takes into account characteristics of a group of employees or members as a whole, rather than each individual.]

32. TRANSFER. The initial amount that is transferred from another Plan investment option to an Active Eligible Investment for the benefit of a Participant ^D[or Eligible Spouse] other than amounts that are transferred between Active Eligible Investments.

33. TRANSFERRED ASSETS. Amounts contributed under the terms of the Plan prior to this Rider becoming part of the ^B[Agreement / Contract] or that are transferred to the Plan directly from another plan that meets the requirements of Code Section ^L[401(a)/457] other than Rollovers.

34. VALUATION DATE. A Valuation Date will occur on each day that We are open for business and an orderly financial market exists for investment transactions. We base all transactions processed on a Valuation Date as of the close of the financial market's business day.

35. WE, OUR OR US. Prudential Retirement Insurance and Annuity Company.

36. WITHDRAWAL. The amount withdrawn for any reason from an Active Eligible Investment for the benefit of a Participant ^D[or Eligible Spouse] that is eligible for Our guarantees under this Rider. A Withdrawal does not include amounts that are transferred between Active Eligible Investments.

37. YEAR. A "Year" for a Participant ^D[or Eligible Spouse] begins on the Participant's Birthday and ends on the day preceding the Participant's next Birthday.

38. YOU. The person(s) or entity to which the ^B[Agreement / Contract] is issued, entity sponsoring the Plan or any person(s) delegated by either to perform functions on his, her or its behalf.

SECTION 2. GUARANTEED WITHDRAWALS

2.1. Guaranteed Withdrawals. We guarantee that Guaranteed Withdrawals may be taken each Year, in an amount equal to the ^J[Annual Guaranteed Withdrawal Amount], starting at the Guaranteed Withdrawal Lock-In Date until the Participant's death. ^D[If the Spousal Benefit is elected, We guarantee that Guaranteed Withdrawals may be taken each Year after the Participant's death until the Eligible Spouse's death as described in Section 5 of this Rider.]

2.2. Guaranteed Withdrawals When the Guaranteed Withdrawal Market Value Reaches Zero. Subject to Section 8, if the Guaranteed Withdrawal Market Value is \$0.00 and the ^J[Annual Guaranteed Withdrawal Amount] is greater than \$0.00 on or after the Guaranteed Withdrawal Lock-In Date, We will make one or more payments each Year from Our general account that in the aggregate with any Guaranteed Withdrawal taken during such Year from an Eligible Investment shall equal the ^J[Annual Guaranteed Withdrawal Amount]. Any payment from Our general account will be made in one or more payments and:

- a. credited to a Plan investment option other than an Active Eligible Investment for the benefit of the Participant ^D[or Eligible Spouse]; or
- b. paid as a Distribution

in accordance with the direction We receive. However, in the Year We first make payments from Our general account, if the aggregate amount of the payments expected to

be made from Our general account during that Year is less than the ^J[Annual Guaranteed Withdrawal Amount], then We reserve the right to make a single payment of such aggregate amount.

2.3 Subsequent Allocations to Active Eligible Investments. If the Guaranteed Withdrawal Market Value is \$0.00 and we begin to make payments from our general account in accordance with Section 2.2, then any subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment for the benefit of a Participant shall cause a new Start Date. Except as provided in this Section 2.3, the Income Base established on this Start Date shall be determined separately and without regard to amounts payable under Section 2.2 or to other amounts or guarantees under this Rider from the period before such Start Date. The new Start Date automatically shall be a Guaranteed Withdrawal Lock-In Date. The Guaranteed Withdrawal Percentage used to determine the ^J[Annual Guaranteed Withdrawal Amount] under this Section 2.3 shall be the same Guaranteed Withdrawal Percentage used to determine the amounts payable under Section 2.2. ^D[The Spousal Benefit election and Eligible Spouse, if applicable, under Section 5 for amounts payable under Section 2.2 shall automatically apply to the ^J[Annual Guaranteed Withdrawal Amount] established under this Section 2.3.] Thereafter, increases or decreases to the new Income Base shall be in accordance with Section 3.

2.4 Amounts Allocated to Inactive Eligible Investments. Subject to the provisions of Section 7 and Section 8, amounts allocated to an Inactive Eligible Investment for the benefit of a Participant shall be eligible for Our guarantees under the terms of this Rider upon its Guarantee Activation Date.

SECTION 3. ADJUSTMENTS TO THE INCOME BASE AND ^J[ANNUAL GUARANTEED WITHDRAWAL AMOUNT] AFTER THE GUARANTEED WITHDRAWAL LOCK-IN DATE

3.1. Income Base and ^J[Annual Guaranteed Withdrawal Amount] Increased following Deposits, Transfers or Conversions. If a Deposit, Transfer or Conversion is allocated to an Active Eligible Investment after the Guaranteed Withdrawal Lock-In Date, the Income Base will increase by the initial amount of such Deposit, Transfer or Conversion.

If the Income Base is increased by a Deposit, Transfer or Conversion, then the ^J[Annual Guaranteed Withdrawal Amount] immediately will increase by an amount equal to the product of (i) the Guaranteed Withdrawal Percentage and (ii) the amount of the increase in the Income Base. If such Deposit, Transfer or Conversion is made in the Year in which the Guaranteed Withdrawal Lock-In Date is elected and is not allocated on the Participant's Birthday, then solely in the Year such Deposit, Transfer or Conversion is allocated the amount described in the preceding sentence shall be reduced by the

percentage equivalent to the ratio of (i) the number of days in the Year since the Participant's last Birthday and (ii) 365 days.

The additional amount of the ^J[Annual Guaranteed Withdrawal Amount] may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the ^J[Annual Guaranteed Withdrawal Amount] is increased or later Years.

If an Excess Withdrawal has been taken in the Year of such Deposit, Transfer or Conversion, any increase in the ^J[Annual Guaranteed Withdrawal Amount] will not be effective until the following Year. If the entire ^J[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^J[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^J[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

After the Guaranteed Withdrawal Lock-In Date, if the Guaranteed Withdrawal Market Value decreases to \$0.00, subsequent Deposits, Transfers or Conversion to an Active Eligible Investment will cause a new Start Date in accordance with Section 2.3.

3.2. Income Base and ^J[Annual Guaranteed Withdrawal Amount] Increased following Step-Up. On each of the Participant's Birthdays after the Guaranteed Withdrawal Lock-In Date, the Income Base may be increased by any Step-Up Amount. If the Income Base is increased by the Step-Up Amount, then the ^J[Annual Guaranteed Withdrawal Amount] immediately will increase by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the increase in the Income Base. The additional amount may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the ^J[Annual Guaranteed Withdrawal Amount] is increased. If the entire ^J[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^J[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^J[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

If the Income Base will be increased by the Step-Up Amount and if We have not provided the Participant ^D[or Eligible Spouse] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits, Transfers and Conversions, then the Income Base will be increased automatically.

If the Income Base will be increased by the Step-Up Amount and if We have provided the Participant ^D[or Eligible Spouse's] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits, Transfers, and Conversions, then the Income Base will be increased by the amount of the Step-Up Amount and the higher Guarantee Fee will apply to the entire Guaranteed Withdrawal Market Value, unless the Participant ^D[or Eligible Spouse's] affirmatively elects otherwise pursuant to the next paragraph.

We will provide ^C[ninety (90)] days notice to the Participant's ^D[or Eligible Spouse's] stating his or her eligibility for the increase in the Income Base and that by accepting the Step-Up Amount he or she will pay an increased Guarantee Fee on the entire Guaranteed Withdrawal Market Value. Unless We are notified in writing by the end of such ^C[ninety (90)] day period that the Step-Up Amount and any resulting increase in the Guarantee Fee is rejected, the Step-Up Amount and the increased Guarantee Fee shall be considered accepted. Notwithstanding any other provision of this Rider, during such ^C[ninety (90)] day period, We may require a direction for a Withdrawal or Transfer from an Active Eligible Investment that will result in a decrease in the Participant's ^D[or Eligible Spouse's] Guaranteed Withdrawal Market Value must also specify whether the increased Guarantee Fee is accepted or rejected.

The rejection of a Step-Up Amount does not affect the Participant's ^D[or Eligible Spouse's] eligibility for subsequent Step-Up Amounts.

3.3. Income Base and ^J[Annual Guaranteed Withdrawal Amount] Decreased By Excess Withdrawals. If an Excess Withdrawal is taken in a Year, the Income Base will be decreased by the percentage equivalent to the ratio of (i) the amount of the Excess Withdrawal and (ii) the Guaranteed Withdrawal Market Value as of the Valuation Date of the Excess Withdrawal without reduction for the amount of the Excess Withdrawal.

If an Excess Withdrawal reduces the Income Base, then the ^J[Annual Guaranteed Withdrawal Amount] immediately will decrease by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the decrease in the Income Base.

SECTION 4. WITHDRAWALS

4.1. Withdrawals Not Required. Withdrawals are not required at any time other than to comply with the terms of the Plan or the Code.

4.2. Frequency of Withdrawals. Withdrawals may be taken in such amounts and frequency as permitted under the Plan and the ^B[Agreement / Contract].

^D[**SECTION 5. SPOUSAL BENEFIT**]

If the Spouse is the Participant's ^G[sole] beneficiary under the Plan on the date the Participant's Guaranteed Withdrawal Lock-In Date is elected, as part of that election an irrevocable election may also be made to have the ^J[Annual Guaranteed Withdrawal Amount] continue to be available after the Participant's death as Guaranteed

Withdrawals during the life of the Spouse. The ^J[Annual Guaranteed Withdrawal Amount] will not be available after the Participant's death if, on the date of the Participant's death:

- a. the Spouse on the date of such election has died;
- b. the Participant and Spouse on the date of such election are no longer legally married; or
- c. the Spouse is not the Participant's beneficiary under the Plan.

The election under this Section 5.1 may not be made prior to the date both the Participant and the Spouse have attained age ^E[55]. Upon the Eligible Spouse's death, any ^J[Annual Guaranteed Withdrawal Amount] will cease to be available and any Guaranteed Withdrawal Market Value shall be payable pursuant to Section 6.1 of this Rider.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant's civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the Spousal Benefit under this Rider.]

SECTION 6. PAYMENTS UPON DEATH

6.1. Eligible Investments. Except as provided in Section 6.2, for each Eligible Investment, upon the later of the death of the Participant ^D[or, if applicable, the Eligible Spouse,] Our guarantees under this Rider shall expire with no further value, and the value of the Eligible Investment, determined in accordance with the documents governing such Eligible Investment, will be paid as provided in the Plan.

6.2 Spousal Beneficiary. If the Participant dies before his or her Guaranteed Withdrawal Lock-In Date and if the Spouse is the Participant's ^G[sole] beneficiary under the terms of the Plan on the date of the Participant's death, then, subject to the terms of the Plan and the Code, the amounts invested in Eligible Investments for the behalf of such surviving Spouse may remain invested in one or more Eligible Investments subject to the following.

All of Our guarantees under this Rider for the benefit of the Participant immediately shall expire with no value and the ^D[Rollup Value and] ^D[Highest Birthday Value] shall be reset to zero. The value of any amounts currently invested in Active Eligible Investments for the benefit of the surviving Spouse, determined in accordance with the documents governing such Active Eligible Investments, shall be deemed a new Deposit to such Active Eligible Investments for the benefit of the surviving Spouse, creating a new Start Date. On this new Start Date, the Income Base shall be reset to equal the then current

Guaranteed Withdrawal Market Value. Thereafter, for purposes of this Rider only, the Spouse shall have the rights of a “Participant” and the Spouse’s date of birth shall be used to determine the Birthday.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant’s civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse’s ability to receive the Spousal Benefit under this Rider.

SECTION 7. FEES.

7.1. Guarantee Fee. The Guarantee Fee is the product of (i) the Guaranteed Withdrawal Market Value and (ii) the current annual rate not to exceed the maximum annual rate of ^F[1.95%].

We deduct the Guarantee Fee from the Participant’s ^D[or Eligible Spouse’s] interest in the Active Eligible Investment to determine the Guaranteed Withdrawal Market Value.

We reserve the right to change the Guarantee Fee by providing ^C[ninety (90)] days advance written notice of such change. If We make such a change, the changed Guarantee Fee will only apply to Deposits, Transfers and Conversions allocated to an Active Eligible Investment on and after the effective date of such change, except as provided in Section 3.2 of this Rider.

7.2. Investment Management Fees and Expenses. Eligible Investments impose fees and expenses. Those fees and expenses are deducted from the value of Eligible Investments in accordance with the documents governing the Eligible Investments.

7.3. ^B[Agreement / Contract]-related Expenses. If the ^B[Agreement / Contract]’s Expense Schedule provides for the deduction of any expenses or charges described in the Expense Schedule, We deduct those expenses or charges from the Participant’s ^D[or Eligible Spouse’s] interest in the Eligible Investments.

SECTION 8. TERMINATION OR DISCONTINUATION

8.1. Termination of Participant’s ^D[or Eligible Spouse’s] Benefit. No further benefits will be provided to the Participant ^D[or Eligible Spouse] under this Rider if:

- a. No amounts are allocated to Eligible Investments for the benefit of the Participant ^D[or Eligible Spouse] and the Income Base equals \$0.00; or

- b. Pursuant to the terms of the Plan or the Code, the Plan is required to distribute the Participant's ^D[or Eligible Spouse's] entire interest in the Plan.

8.2. Plan Termination or Discontinuance of Deposits and Transfers. You may elect at any time to not permit additional allocations to Eligible Investments. Any such election shall not affect Our guarantees with regard to amounts allocated to Eligible Investments on the date You make such election unless You make the election in the next sentence. Under such terms as We may require, You may discontinue this Rider at any time and direct Us to transfer the market value of amounts allocated to Eligible Investments for the benefit of each Participant ^D[or Eligible Spouse] to another Plan investment option selected by You. In such event, each Participant's ^D[or Eligible Spouse] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to any Participant ^D[or Eligible Spouse] under this Rider.

8.3. PRIAC Termination. We reserve the right in Our sole judgment (i) to cease accepting at any time Deposits and Transfers to an Eligible Investment, and (ii) to not permit transfers between Eligible Investments. Our exercise of this right shall not affect Our guarantees with regard to (1) amounts allocated to Eligible Investments on the effective date of Our ceasing to accept such Deposits and Transfers, and (2) Conversions allocated to Active Eligible Investments, subject to adjustments to the Guarantee Fee pursuant to Section 7.1.

SECTION 9. PORTABILITY OF OUR GUARANTEES

If a Participant ^D[or Eligible Spouse] who has amounts allocated to an Eligible Investment for his or her benefit, is eligible to receive a Distribution from the Plan, which is an "eligible rollover distribution" within the meaning of Section 402(f)(2) of the Code, then subject to Our receiving any applicable regulatory approvals, We shall make available to the Participant or ^D[or Eligible Spouse] the right to transfer all or a part of Our guarantees under this Rider to one or more contracts as described below.

If a Participant's ^D[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of either a Roth retirement plan account or a traditional retirement plan account (but not both), and if such amount is transferred to a Roth IRA contract or a traditional IRA contract, respectively, then Our guarantees under such contract will be determined in accordance with (a) and (b) below.

If a Participant's ^D[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of both a Roth retirement plan account and traditional retirement plan account, and if an amount from each such retirement account is transferred to a Roth IRA contract and a traditional IRA contract, respectively, then Our guarantees will be separately determined under each contract, in accordance with (c) below.

- a. If the Participant ^D[or Eligible Spouse] transfers directly to such contract all of his or her Guaranteed Withdrawal Market Value under this Rider, then on the date of such transfer:
 - i. if the transfer occurs before his or her Guaranteed Withdrawal Lock-In Date, the ^M[“highest birthday value” under such contract shall be the greater of the Highest Birthday Value and the ^J[Roll-Up Value]] under this Rider; and
 - ii. if the transfer occurs on or after his or her Guaranteed Withdrawal Lock-In Date, the “income base” and ^J[“annual guaranteed withdrawal amount”] under such contract shall be the Income Base and ^J[Annual Guaranteed Withdrawal Amount], respectively; or

- b. If the entire Guaranteed Withdrawal Market Value is not transferred directly, the Participant ^D[or the Eligible Spouse] may make a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value to such contract. On the date of the transfer, the ^M[“highest birthday value” under such contract shall be the greater of the Highest Birthday Value and the ^J[Roll-Up Value]] under this Rider, and the “income base” and ^J[“annual guaranteed withdrawal amount”] under such contract shall be the Income Base and ^J[Annual Guaranteed Withdrawal Amount], respectively, in all cases reduced by the percentage equivalent to the ratio of (i) the amount of the Guaranteed Withdrawal Market Value remaining after the transfer and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

- c. If a Participant’s ^D[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and he or she transfers directly all of his or her Guaranteed Withdrawal Market Value under this Rider, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:
 - i. the ^M[“highest birthday value” under each such contract shall be the greater of the Highest Birthday Value and the ^J[Roll-Up Value]] under the Rider, and the “income base” and ^J[“annual guaranteed withdrawal amount”] under each such contract shall be the Income Base and ^J[Annual Guaranteed Withdrawal Amount], respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to

each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

Such contract(s) may contain a minimum contribution requirement and have different provisions than this Rider for Our guarantees or determining the value of Our guarantees under such contract(s). The portability described in this Section 9 is not available for amounts paid from our general account under Section 2.2.

SECTION 10. INVESTMENTS

As a condition of receiving Our guarantees under this Rider We require the use of one or more of the Eligible Investments We specify for amounts directed for investment under the ^B[Agreement / Contract]. We reserve the right to change or eliminate Eligible Investments or such asset allocation models, and not accept Deposits or Transfers for allocation to an Eligible Investment. We also reserve the right to not permit transfers between Eligible Investments.

SECTION 11. LIMITATIONS

11.1. Limitations on Deposits and Transfers. We reserve the right to not accept a Deposit or Transfer for allocation to an Active Eligible Investment:

- a. for ^C[ninety (90)] days after the date of a Withdrawal from the same Active Eligible Investment, if the transaction is a Rollover or a Transfer;
- b. if the Deposit or Transfer is a lump sum repayment of a loan made by the Plan to the Participant; or
- c. if accepting the Deposit or Transfer is contrary to Our underwriting guidelines.

11.2 Limitations on Deposit, Transfers and Contributions. We reserve the right to not accept Deposits, Transfers or Contributions for allocation to an Eligible Investment for the benefit of any individual who is a Participant's beneficiary under the Plan but ineligible for distribution of the Participant's interest under the Plan in accordance with Section 401(a)(9)(B)(iv) of the Code.

11.3 Limitations on transfers between Eligible Investments. We reserve the right to not permit transfers between Eligible Investments.

SECTION 12. MISCELLANEOUS

12.1. Direction. Notwithstanding anything in this Rider to the contrary, all directions required to be given to Us under this Rider shall be given by the person authorized to

give such direction under the terms of the Plan. We shall be under no obligation to act until We receive such direction.

12.2. Small Benefits. We shall make a payment equal to the sum of the Guaranteed Withdrawal Market Value and the net actuarial value of Our guarantee to the Participant ^D[or Eligible Spouse] under this Rider if:

- a. the ^J[Annual Guaranteed Withdrawal Amount] at the Guaranteed Withdrawal Lock-In Date is less than any minimum ^J[Annual Guaranteed Withdrawal Amount] required by Us in this Rider; or
- b. the Plan requires the Participant's ^D[or Eligible Spouse's] Plan account balance to be distributed without the Participant's ^D[or Eligible Spouse's] consent, other than distributions intended to comply with requirements of Section 401(a)(9) of the Code or regulations thereunder, and such amount is not transferred directly to a contract in accordance with Section 9 of this Rider.

In such event, the Participant's ^D[or Eligible Spouse's] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to the Participant ^D[or Eligible Spouse] under this Rider.

12.3. Required Minimum Distributions. As of the last Valuation Date in each calendar year ^I[following the Guaranteed Withdrawal Lock-In Date / beginning with the calendar year immediately preceding the calendar year of the Guaranteed Withdrawal Lock-In Date] (each the "RMD Calculation Date"), We will determine, following Our established and published procedures that have been communicated to You, the amount a Participant ^D[or Eligible Spouse] would need to take as a Withdrawal to comply with the requirements of Section 401(a)(9) of the Code applicable to distributions over the life of the Participant, life of a designated beneficiary, or over the lives of the Participant and a designated beneficiary, during the next following calendar year (each the "RMD Payment Year").

Each such amount shall be based on the assumption that ^K[the sum of] the Guaranteed Withdrawal Market Value ^K[and the net actuarial value of Our guarantees under this Rider to the Participant ^D[or Eligible Spouse]] is the Participant's ^D[or Eligible Spouse's] entire account balance under the Plan. ^D[If the amount determined on the RMD Calculation Date is for an Eligible Spouse, the amount will be based on the assumption that the Eligible Spouse is a "spouse" for purposes of federal law.] If the required minimum distribution (RMD) amount determined using these assumptions exceeds the ^J[Annual Guaranteed Withdrawal Amount] on the RMD Calculation Date, then the difference between such RMD amount and the ^J[Annual Guaranteed Withdrawal Amount] shall be the "RMD Value." Withdrawals taken in the RMD Payment Year shall

be treated as Excess Withdrawals only to the extent they exceed the RMD Value. Any RMD Value remaining at the end of each RMD Payment Year shall expire and not increase the RMD Value in any subsequent RMD Payment Year.

12.4. Misstatements and Corrections. For purposes of this Rider, if We discover that the Participant's ^D[or Eligible Spouse's] age or any other fact pertaining to Our guarantees under this Rider was misstated, or We discover a clerical error, We will make adjustments to any fees, guarantees or other values under this Rider to reasonably conform to the facts following Our established procedures, which shall be applied on a uniform basis.

SERFF Tracking Number: PRUD-126076020 State: Arkansas
 Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 42400
 Company Tracking Number: PRGA-GA-2020-TGWB3-0805-ED-AR
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: GA-2020-TGWB3-0805
 Project Name/Number: GA-2020-TGWB3-0805/GA-2020-TGWB3-0805

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification Comments: Attached is the compliance certification. Attachment: AR Certification.pdf</p>		

	Item Status:	Status Date:
<p>Bypassed - Item: Application Bypass Reason: Rider filing, no application. Comments:</p>		

	Item Status:	Status Date:
<p>Satisfied - Item: Memorandum of Variability Comments: Attachment: MOV_PRIAC_GA-2020-TGWB3-0805_05-08-09.pdf</p>		

	Item Status:	Status Date:
<p>Satisfied - Item: Redlined Version of IFX Target Form Comments: Attachment: Redlined IFX Target Form to IFX Form.pdf</p>		

	Item Status:	Status Date:

SERFF Tracking Number: PRUD-126076020 State: Arkansas
Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 42400
Company Tracking Number: PRGA-GA-2020-TGWB3-0805-ED-AR
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GA-2020-TGWB3-0805
Project Name/Number: GA-2020-TGWB3-0805/GA-2020-TGWB3-0805
Satisfied - Item: NACI Transmittal Form
Comments:
Attachment:
AR NAIC Form.pdf

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY CO.

CERTIFICATION

We certify that in our judgment the following policy forms which are included in the filing are in compliance with Regulation 19, Regulation 49, and ACA 23-79-138 as well as all applicable requirements of the Department.

Group Annuity Contract Form GA-2020-TGWB3-0805

Ann Jadro
Second Vice President

Date

MEMORANDUM OF VARIABILITY

Nature and Scope of changes in portions of Form

GA-2020-TGWB3-0805

The bracketed areas of the Form are designed to accommodate variability. Page numbers, section numbers and references to section numbers may be modified to properly align the final printed document. Punctuation may be corrected or added to clarify provisions, but not to change their meaning. The Form, when issued, may vary in format.

- A The Form may be issued as an amendment to an existing agreement, or as part of the original issuance of an agreement. When issued as an amendment, this section will be used; when issued as part of the original issuance, this section will be deleted. When used, bracketed text will change to reflect contract-holder name, signatories, titles, contract number and dates.
- B The text will vary as needed to conform to the text of the agreement the Form is used with.
- C Day counts may vary according to the terms agreed upon with the client.
- D The text will be included or excluded according to the terms agreed upon with the client. For highest birthday value and roll-up value, both may be included, or either one may be excluded, but not both.
- E Ages, dollar amounts, date, number of years, and percentages will vary in accordance with PRIAC's underwriting guidelines. Changes to enforce Forms will only be made prospectively unless such a change would be beneficial to the participant.
- F The maximum Guarantee Fee may be changed prospectively for an entire class of business.
- G This text may vary to conform to the terms of the particular qualified plan's beneficiary provisions.
- H This text may vary to allow for changes to definition for future investment changes to the Department of Labor regulations.
- I Items will vary according to the terms agreed upon with the client.
- J The names of these terms may vary to allow flexibility to change them to be consistent with enrollment materials and other descriptions provided to our clients and plan participants. Some examples are as follows: we may change the name of the term "Annual Guaranteed Withdrawal Amount" to "Lifetime Annual Withdrawal Amount" or the name of the term "Roll-Up Value" to "Guaranteed Income Growth Value".
- K The text will be included or excluded based on the legal requirements applicable to the type of plan covered under the contract.
- L Text will be modified to align with the type of plan being covered by the Form (e.g. 401 or 457).

M The text included is the default text, but may be replaced with one of the following depending on whether the Form or the IRA contract include or exclude the “highest birthday value” or “roll-up value”:

- 1 “highest birthday value” and ^J [“roll-up value”] under such contract shall be the Highest Birthday Value and ^J [Roll-up Value], respectively,
- 2 “highest birthday value” under such contract shall be the Highest Birthday Value
- 3 ^J [“roll-up value”] under such contract shall be the ^J [Roll-Up Value]
- 4 “highest birthday value and ^J [“roll-up value”] under such contract shall each equal the Highest Birthday Value

^A[PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
~~a wholly owned subsidiary of The Prudential Insurance Company of America, Inc.~~
280 Trumbull Street, Hartford, Connecticut 06103

AMENDMENT

WHEREAS, [ABC Company] entered into [Investment Agreement GA-12345] (the
“^B[Agreement]” / “^CContract”) with Prudential Retirement Insurance and Annuity
Company effective [MMMM DD, 20YY]; and

WHEREAS, Prudential Retirement Insurance and Annuity Company and [ABC
Company] desire to amend the ^B[Agreement; / Contract]:

NOW THEREFORE, the ^B[Agreement / Contract] is hereby amended as follows:

1. the attached ^TTarget Guaranteed Withdrawal Rider is attached to and made part of
the ^B[Agreement / Contract]
2. the Table of Contents is revised to include the ^TTarget Guaranteed Withdrawal
Rider

[ABC Company]	PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
By: ^J [John Doe]	By: ^J [John Doe]
Title:	Title: ^S [Second Vice President]
Date: _____	Date: _____

]

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TARGET GUARANTEED WITHDRAWAL RIDER

SECTION 1. DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the ^B[Agreement / Contract]. Notwithstanding any other provisions of this ^B[Agreement / Contract], for purposes of this Rider the following definitions shall apply:

1. ~~1.~~ ACTIVE ELIGIBLE INVESTMENT. An Eligible Investment that has attained its Guarantee Activation Date.

2. ^J[ANNUAL GUARANTEED WITHDRAWAL AMOUNT]. ~~The annual~~. For each Year, the amount We guarantee will be available as a Guaranteed Withdrawal on and after the Guaranteed Withdrawal Lock-In Date. On the Guaranteed Withdrawal Lock-In Date, such amount is equal to the product of the Guaranteed Withdrawal Percentage and the ~~Protected~~ Income Base. If the Guaranteed Withdrawal Lock-In Date is not on the Participant's Birthday, the ^J[Annual Guaranteed Withdrawal Amount] available between the Guaranteed Withdrawal Lock-In Date and the Participant's next Birthday will be reduced by the percentage equivalent to the ratio of (i) the number of days since the Participant's last Birthday and (ii) 365 days. The ^J[Annual Guaranteed Withdrawal Amount] may be increased or decreased in the manner set forth in Section 3 of this Rider. If the entire ^J[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^J[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^J[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

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The ^J[Annual Guaranteed Withdrawal Amount] shall not be greater than ^E[\$250,000] or less than ^E[\$1,000].

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~~2.~~ ~~3.~~ BIRTHDAY. The anniversary of the date of birth of the Participant or, if such date is not a Valuation Date, the Valuation Date immediately preceding such date.

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~~3.~~ ~~4.~~ CODE. The Internal Revenue Code of 1986, as amended from time to time.

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~~4.~~ ~~5.~~ CONTRIBUTIONS. Amounts contributed under the terms of the Plan after the date this Rider becomes part of the ^B[Agreement / Contract] that are allocated to an Active Eligible Investment for the benefit of a Participant.

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~~5.~~ ~~6.~~ CONVERSIONS. The value of amounts invested in an Eligible Investment on behalf of a Participant ^D[or Eligible Spouse] at the time such Eligible Investment first becomes an Active Eligible Investment, determined in accordance with the documents governing such Eligible Investment. Amounts allocated to an Active Eligible Investment

at the time of Conversion shall not be considered Deposits or Transfers to the Active Eligible Investment.

7. DEPOSITS. The initial amount of Contributions, Transferred Assets or Rollovers that are allocated to an Active Eligible Investment for the benefit of a Participant^D [or Eligible Spouse] after the date this Rider becomes part of the ^B[Agreement / Contract] ~~to an Eligible Investment for the benefit of a Participant or Eligible Spouse.~~

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~~6-8.~~ **ELIGIBLE INVESTMENT.** One of the ~~investments~~ Target-Date Investments or Target-Risk Investments We require to be used to receive Our guarantees under this Rider. Eligible Investments may include asset allocation models. The Plan also may make one or more of these investments available as a Plan investment option that does not receive Our guarantees under this Rider. When used in this Rider, the term "Eligible Investment" refers only to such investments when used to receive Our ~~guarantee under this Rider.~~ guarantees under this Rider. The term Eligible Investment includes both Active Eligible Investments and Inactive Eligible Investments.

~~7-9.~~ **ELIGIBLE SPOUSE.** A Spouse who is eligible to receive a Spousal Benefit and for whom a Participant has elected to receive a Spousal Benefit, in each case in accordance with this Rider, including the terms and conditions of Section 5.

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~~8-10.~~ **EXCESS WITHDRAWAL.** The aggregate amount of Withdrawals in any Year in excess of the ^J[Annual Guaranteed Withdrawal Amount] for that Year other than: (1) certain Withdrawals to comply with the requirements of Section 401(a)(9) of the Code as set forth in Section 12.3 of this Rider, and (2) any ^B[Agreement / Contract]-related Expenses described in Section 7.3 of this Rider ^D[other than any applicable Asset Charge-]. Excess Withdrawals in any Year are not reduced by the amount of any subsequent Deposits ~~or~~ Transfers or Conversions allocated to an Active Eligible Investment during such Year.

~~9-11.~~ **GUARANTEE ACTIVATION DATE.** For each Eligible Investment, the date on which We begin to consider the Eligible Investment in determining the ^{D&J}[Roll-Up Value,] ^D[Highest Birthday Value] and Income Base. For each Eligible Investment that is a Target-Date Investment, the Guarantee Activation Date shall be the later of: (a) ^E[January 1] of the year that is ^E[10 years] before its Target Date, or (b) the date the Target-Date Investment becomes an Eligible Investment. For each Eligible Investment that is a Target-Risk Investment, the Guarantee Activation Date shall be the date it becomes an Eligible Investment.

12. GUARANTEE FEE. The fee described in Section 7.1 of this Rider charged for Our guarantees under this Rider.

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~~10-13.~~ **GUARANTEED WITHDRAWAL.** ~~Any~~ For each Year, any amount(s) taken as a Withdrawal after the Guaranteed Withdrawal Lock-In Date pursuant to this Rider ~~in any Year~~ that:

- a. in the aggregate do not exceed the ~~J~~ Annual Guaranteed Withdrawal Amount~~;~~ and
- b. represents either a Withdrawal or an amount paid by Us from Our general account.

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~~11-14.~~ **GUARANTEED WITHDRAWAL ACCOUNT.** A record keeping account established for each Participant under this Rider ~~on a Participant's Sign-Up Date~~ to track ~~amounts eligible for data relevant to~~ Our guarantees under this Rider ~~that are allocated to Eligible Investments.~~

15. GUARANTEED WITHDRAWAL LOCK-IN DATE. The date as of which an ~~J~~ Annual Guaranteed Withdrawal Amount~~]~~ for the benefit of a Participant ~~D~~ or an Eligible Spouse~~]~~ is established. ~~Except as provided in Section 2.3, such date shall be the date elected by the Participant ~~D~~, Eligible Spouse] or such other person or entity specified in the Plan.~~

A Guaranteed Withdrawal ~~Account Lock-In Date~~ may not be established before the Participant's ~~E~~ [50th] Birthday earlier than the date the Participant attains age ~~E~~ [55]. ~~D~~ [A Spouse is not eligible to receive the Spousal Benefit under Section 5, unless both the Participant and the Spouse have attained age ~~E~~ [55] on the Guaranteed Withdrawal Lock-In Date.] The election of a Guaranteed Withdrawal Lock-In Date cannot be revoked.

~~12-16.~~ **GUARANTEED WITHDRAWAL ACCOUNT MARKET VALUE.** On each Valuation Date, the aggregate value of the Participant's ~~D~~ or the Eligible Spouse's~~]~~ interest in the Active Eligible Investments as determined in accordance with the documents governing the Active Eligible Investments.

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~~13-17.~~ **GUARANTEED WITHDRAWAL PERCENTAGE.** The percentage of a ~~Protected an~~ Income Base that may be taken as a Guaranteed Withdrawal each Year without reducing the ~~J~~ Annual Guaranteed Withdrawal Amount~~]~~ ~~D~~. If the Spousal Benefit under Section 5 is not elected at the Guaranteed Withdrawal Lock-In Date ~~is prior to the Participant's ~~E~~ [65th] Birthday, then~~ the Guaranteed Withdrawal Percentage ~~is ~~E~~ [4]%. shall be determined]~~ as follows:

<u>Participant Age on Guaranteed Withdrawal Lock-In Date</u>	<u>Guaranteed Withdrawal Percentage D [without Spousal Benefit]</u>
E [Age 55-64	E [4.25%
Age 65-69	5.00%
Age 70+]	5.75%]

~~D~~ If the ~~Guaranteed Withdrawal Lock-In Date is on or after the Participant's~~ ^E~~[65th]~~ Birthday, the ~~Guaranteed Withdrawal Percentage~~ Spousal Benefit under Section 5 is ^E~~[5]%~~. If the Spouse receives the ~~Spousal Benefit under Section 5.1,~~ elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage ~~will~~ shall be determined ~~by using such Spouse's age on his or her Guaranteed Withdrawal Lock-In Date.~~ as shown in the table below.

If the Spouse is eligible to receive the Spousal Benefit under Section 5.2, and the Spouse is younger than the Participant, the Guaranteed Withdrawal Percentage will be determined by using the Spouse's age, instead of the Participant's, on the Participant's Guaranteed Withdrawal Lock-In Date.]

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14. GUARANTEED WITHDRAWAL LOCK-IN DATE. ^D]

<u>Lower Age of Eligible Spouse or Participant on Guaranteed Withdrawal Lock-In Date</u>	<u>Guaranteed Withdrawal Percentage with Spousal Benefit</u>
^E <u>[Age 55-64]</u>	^E <u>[3.75%</u>
<u>Age 65-69]</u>	<u>4.50%</u>
<u>Age 70+]</u>	<u>5.25%]</u>

]

^D**18. HIGHEST BIRTHDAY VALUE.** The ~~date as of which an Annual Guaranteed Withdrawal Amount for the benefit of a Participant or an Eligible Spouse is established. Such date shall be elected by the Participant, Eligible Spouse or such other person or entity specified in the Plan. A Guaranteed Withdrawal Lock-In Date may not be earlier than the date the Participant or the Eligible Spouse attains age~~ ^E~~[55]. A Spouse is not eligible to receive the Spousal Benefit under Section 5.2 unless both the Participant and the Spouse have attained age~~ ^E~~[55] on the Guaranteed Withdrawal Lock-In~~ Market Value on the Start Date. ~~The election of a Guaranteed Withdrawal Lock-In Date cannot be revoked.~~

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15. HIGHEST BIRTHDAY VALUE. The ~~, and thereafter the~~ highest Guaranteed Withdrawal ~~Account~~ Market Value as of each of a Participant's Birthdays ~~from~~ after the Sign-Up Start Date until ~~the earlier of:~~

a. ~~the date the Participant attains age~~ ^E~~[70], or, if the Spousal Benefit under Section 5.1 is elected, the date the Participant would have attained such age;~~ ~~or~~

b. the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

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Each Highest Birthday Value attained is increased by the initial amount of each subsequent Deposit ~~or~~ Transfer or Conversion allocated to an Active Eligible Investment.

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Each Withdrawal before the Guaranteed Withdrawal Lock-In Date will reduce the ~~then~~ ~~current~~ Highest Birthday Value by the percentage equivalent ~~of~~to the ratio of (i) the Withdrawal and (ii) the Guaranteed Withdrawal ~~Account~~Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal ~~Account~~Market Value is reduced by the amount of the Withdrawal.

~~F~~ ~~[~~ If a ~~Withdrawal~~ ~~such reduction~~ occurs ~~within~~ ~~E~~ ~~[~~ ~~ninety (90)]~~ days after a Transfer to an Eligible Investment, ~~the preceding paragraph does not apply. Instead, the~~ ~~,~~ ~~then any subsequent increase or decrease in the~~ Highest Birthday Value ~~will be decreased by the greater of (iii) the amount described in the preceding paragraph or (iv) the amount of the Withdrawal.]~~ shall be from the reduced Highest Birthday Value.

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~~16. PROTECTED~~ If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value is reset to equal zero and any Spouse of the Participant on the date of death named as ~~G~~ ~~[~~ ~~sole~~ ~~]~~ beneficiary of such Participant shall have the rights specified in Section 6.2.

~~After the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value terminates and is not used in determining the Income Base.]~~

~~19. INACTIVE ELIGIBLE INVESTMENT.~~ An Eligible Investment before its Guarantee Activation Date.

~~20. INCOME BASE.~~ ~~The “Protected~~ Prior to the Lock-In Date, on each Valuation Date the Income Base~~”~~ of a Participant ~~D~~ ~~[~~ ~~or Eligible Spouse~~ ~~]~~ equals the ~~D~~ ~~[~~ ~~Highest Birthday Value~~ ~~]~~ ~~D & J~~ ~~[~~ ~~Roll-Up Value~~ ~~]~~ ~~D~~ ~~[~~ ~~greater of the Highest Birthday Value and the J~~ ~~[~~ ~~Roll-Up Value~~ ~~]~~ ~~]~~ as of the Valuation Date immediately prior. Prior to the Lock-In Date, the Income Base is determined only for reference.

~~On the Lock-In Date, the Income Base of a Participant~~ ~~D~~ ~~[~~ ~~or Eligible Spouse~~ ~~]~~ equals the ~~D~~ ~~[~~ ~~greatest/greater~~ ~~]~~ of his or her:

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- a. Guaranteed Withdrawal ~~Account~~Market Value;
- b. ~~D & J~~ ~~[~~ ~~Roll-Up Value~~ ~~];~~ or
- c. ~~D~~ ~~[~~ ~~Highest Birthday Value~~ ~~]~~

on the Valuation Date immediately prior to his or her Guaranteed Withdrawal Lock-In Date. ~~Thereafter, the Income Base may be increased or decreased in the manner set forth in Section 3 of this Rider.~~

The ~~Protected~~ Income Base shall not be greater than ~~E~~ ~~[~~ ~~\$5,000,000~~ ~~]~~.

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~~17-21.~~ **RIDER.** This Guaranteed Withdrawal Rider that is a part of the ^B[Agreement / Contract].

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~~18-22.~~ **ROLLOVERS.** Amounts contributed to the Plan under Code Sections 401(a)(31), 402(c), 403(a)(4) or 408(d)(3)(A)(ii).

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~~19-23.~~ ^D~~J~~ **ROLL-UP VALUE.** The ^J[Roll-Up Value] of a Participant ^D[or Eligible Spouse] equals the sum of all Deposits ~~and~~ Transfers ~~and~~ Conversions allocated to an Active Eligible Investment for ~~the benefit of him~~his or her ~~benefit, but not earnings, gains or losses thereon~~, compounded at an annual effective rate of ^E[53]% from the date of the Deposit ~~or~~ Transfer ~~or~~ Conversion until the ~~earlier of:~~

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a. ~~the date the Participant attains age~~ ^E[70], or, if the Spousal Benefit under Section 5.1 is elected, the date the Participant would have attained such age; ~~or~~

b. ~~the~~ Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

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~~The Roll-Up Value is increased by the amount of any Deposits or Transfers allocated to an Eligible Investment after the Participant's~~ ^E[70th] Birthday, or, if the Spousal Benefit is elected under Section 5.1, the date the Participant would have attained age ^E[70].

Each Withdrawal or Transfer from an Active Eligible Investment before the Guaranteed Withdrawal Lock-In Date will reduce the ^J[Roll-Up Value] by the percentage equivalent ~~of~~to the ratio of (i) the amount of the Withdrawal and (ii) the Guaranteed Withdrawal AccountMarket Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal AccountMarket Value is reduced by the amount of the Withdrawal.

^F ~~If the Withdrawal~~ such reduction occurs within ^C[ninety (90)] days after a Transfer(s) to an Eligible Investment, the preceding paragraph does not apply. ~~Instead, the~~ then any subsequent increase or decrease of the ^J[Roll-Up Value] shall be from the reduced ^J[Roll-Up Value ~~will be decreased by the greater of (iii) the amount described in the preceding paragraph or (iv) the amount of the Withdrawal.~~].

~~20. SIGN UP DATE.~~ The date on or after a Participant's ^E[50th] Birthday on which a Guaranteed Withdrawal Account is established for a Participant.

~~21. SPOUSE.~~ The If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the ^J[Roll-Up Value] is reset to equal zero and any Spouse of the Participant on the date of death named as ^G[sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the ^J[Roll-Up Value] terminates and is not used in determining the Income Base.]

~~D~~[24. SPOUSE. For purposes of this Rider, Spouse shall mean, at the times specified in this Rider:

- a. ~~the person to whom a Participant is legally married at the times specified in this Rider,~~ determined under applicable state law; or
- b. ~~22- the person with whom a Participant has a legal civil union partnership, recognized under applicable state law.]~~

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~~D~~[25. SPOUSAL BENEFIT. An optional benefit described in Section 5 of this Rider.]

~~23-26. START DATE. The date on which a Guaranteed Withdrawal Account is established for a Participant. Except as provided in Section 2.3, this date shall be the date of the first allocation to an Active Eligible Investment on behalf of the Participant.~~

~~27. STEP-UP AMOUNT. The excess, if any, of (a) over (b), determined annually as of the Valuation Date immediately preceding the Participant's Birthday~~Step-Up Date, where:

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- a. ~~is the product of (i) the Guaranteed Withdrawal Account~~Market Value; and ~~(ii)~~
- b. ~~is the Income Base~~

~~a. 28. STEP-UP DATE. After the Guaranteed Withdrawal Percentage; and Lock-In Date, each Valuation Date that immediately precedes the Participant's Birthday.~~

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~~b. is the Annual Guaranteed Withdrawal Amount.~~

~~24-29. TARGET DATE. ^H[The specified target date of each Target-Date Investment, such date being the approximate retirement date for which the asset allocation strategy is designed.]~~

~~30. TARGET-DATE INVESTMENT. ^H[An investment option with a mix of investments that takes into account a target date for retirement.]~~

~~31. TARGET-RISK INVESTMENT. ^H[An investment option with a mix of investments that takes into account characteristics of a group of employees or members as a whole, rather than each individual.]~~

~~32. TRANSFER. Any~~The initial amount that is transferred from another Plan investment option to an Active Eligible Investment for the benefit of a Participant ~~D~~[or Eligible Spouse] other than amounts that are transferred between Active Eligible Investments. ~~Transfers made by a Participant or Eligible Spouse must be free of corporate or trustee suggestion or persuasion.~~

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~~25-33.~~ **TRANSFERRED ASSETS.** Amounts contributed under the terms of the Plan prior to this Rider becoming part of the ^B[Agreement / Contract] or that are transferred to the Plan directly from another plan that meets the requirements of Code Section ^L[401(a)/457] other than Rollovers.

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~~26-34.~~ **VALUATION DATE.** A Valuation Date will occur on each day that We are open for business and an orderly financial market exists for investment transactions. We base all transactions processed on a Valuation Date as of the close of the financial market's business day.

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~~27-35.~~ **WE, OUR OR US.** Prudential Retirement Insurance and Annuity Company.

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~~28-36.~~ **WITHDRAWAL.** ~~Any~~The amount withdrawn for any reason from an Active Eligible Investment for the benefit of a Participant ^D[or Eligible Spouse] that is eligible for Our guarantees under this Rider. A Withdrawal does not include: ~~(+)~~ Transfers as defined in this Rider, or ~~(2)~~ amounts that are transferred between Active Eligible Investments. ~~Withdrawals made by a Participant or Eligible Spouse must be free of corporate or trustee suggestion or persuasion.~~

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~~29-37.~~ **YEAR.** A "Year" for a Participant ^D[or Eligible Spouse] begins on the Participant's Birthday and ends on the day preceding the Participant's next Birthday.

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~~30-38.~~ **YOU.** The person(s) or entity to which the ^B[Agreement / Contract] is issued, entity sponsoring the Plan or any person(s) delegated by either to perform functions on his, her or its behalf.

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SECTION 2. GUARANTEED WITHDRAWALS

~~2.1.-~~ **Guaranteed Withdrawals.** We guarantee that Guaranteed Withdrawals may be taken each Year, in an amount equal to the ^J[Annual Guaranteed Withdrawal Amount], starting at the Guaranteed Withdrawal Lock-In Date until the Participant's death ~~in an amount equal to the Annual Guaranteed Withdrawal Amount.~~ ^D[If the Spousal Benefit is elected, We guarantee that Guaranteed Withdrawals may be taken each Year after the Participant's death until the Eligible Spouse's death as described in Section 5 of this Rider.]

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~~2.2.-~~ **Guaranteed Withdrawals When the Guaranteed Withdrawal AccountMarket Value Reaches Zero.** ~~If~~ Subject to Section 8, if the Guaranteed Withdrawal AccountMarket Value is \$0.00 and the ^J[Annual Guaranteed Withdrawal Amount] is greater than \$0.00 on or after the Guaranteed Withdrawal Lock-In Date, We will make one or more payments each Year from Our general account that in the aggregate with any Guaranteed Withdrawal taken during such Year from an Eligible Investment shall equal

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the ^J[Annual Guaranteed Withdrawal Amount]. Any payment from Our general account will be made in one or more payments and:

- a. credited to a Plan investment option ~~that does not include~~ other than an Active Eligible Investment for the benefit of the Participant ^D[or Eligible Spouse]; or
- b. paid as a Distribution

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in accordance with the direction We receive. However, in the Year We first make payments from Our general account, if the aggregate amount of the payments expected to be made from Our general account during that Year is less than the ^J[Annual Guaranteed Withdrawal Amount], then We reserve the right to make a single payment of such aggregate amount.

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2.3 Subsequent Allocations to Active Eligible Investments. If the Guaranteed Withdrawal Market Value is \$0.00 and we begin to make payments from our general account in accordance with Section 2.2, then any subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment for the benefit of a Participant shall cause a new Start Date. Except as provided in this Section 2.3, the Income Base established on this Start Date shall be determined separately and without regard to amounts payable under Section 2.2 or to other amounts or guarantees under this Rider from the period before such Start Date. The new Start Date automatically shall be a Guaranteed Withdrawal Lock-In Date. The Guaranteed Withdrawal Percentage used to determine the ^J[Annual Guaranteed Withdrawal Amount] under this Section 2.3 shall be the same Guaranteed Withdrawal Percentage used to determine the amounts payable under Section 2.2. ^D[The Spousal Benefit election and Eligible Spouse, if applicable, under Section 5 for amounts payable under Section 2.2 shall automatically apply to the ^J[Annual Guaranteed Withdrawal Amount] established under this Section 2.3.] Thereafter, increases or decreases to the new Income Base shall be in accordance with Section 3.

2.4 Amounts Allocated to Inactive Eligible Investments. Subject to the provisions of Section 7 and Section 8, amounts allocated to an Inactive Eligible Investment for the benefit of a Participant shall be eligible for Our guarantees under the terms of this Rider upon its Guarantee Activation Date.

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SECTION 3. ADJUSTMENTS TO THE INCOME BASE AND ^J[ANNUAL GUARANTEED WITHDRAWAL AMOUNT] AFTER THE GUARANTEED WITHDRAWAL LOCK-IN DATE

3.1. – Income Base and ^J[Annual Guaranteed Withdrawal Amount] Increased by following Deposits ~~or~~, Transfers or Conversions. If a Deposit ~~or~~, Transfer or Conversion is allocated to an Active Eligible Investment after the Guaranteed

Withdrawal Lock-In Date, the Income Base will increase by the initial amount of such Deposit, Transfer or Conversion.

If the Income Base is increased by a Deposit, Transfer or Conversion, then the ^J[Annual Guaranteed Withdrawal Amount] immediately will increase by an amount equal to the product of (i) the Guaranteed Withdrawal Percentage and (ii) the amount of the ~~Deposit or Transfer~~ increase in the Income Base. If such ~~Deposit or~~ Transfer or Conversion is made in the Year in which the Guaranteed Withdrawal Lock-In Date is elected and is not allocated on the Participant's Birthday, then solely in the Year such ~~Deposit or~~ Transfer or Conversion is allocated the amount described in the preceding sentence shall be reduced by the percentage equivalent ~~of~~to the ratio of (i) the number of days in the Year since the Participant's last Birthday and (ii) 365 days.

The additional amount of the ^J[Annual Guaranteed Withdrawal Amount] may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the ^J[Annual Guaranteed Withdrawal Amount] is increased or later Years.

If an Excess Withdrawal has been taken in the Year of such Deposit, Transfer or Conversion, any increase in the ^J[Annual Guaranteed Withdrawal Amount] will not be effective until the following Year. If the entire ^J[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^J[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^J[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

After the Guaranteed Withdrawal Lock-In Date, if the Guaranteed Withdrawal Market Value decreases to \$0.00, subsequent Deposits, Transfers or Conversion to an Active Eligible Investment will cause a new Start Date in accordance with Section 2.3.

3.2. Income Base and ^J[Annual Guaranteed Withdrawal Amount] Increased following Step-Up. On each of the Participant's Birthdays after the Guaranteed Withdrawal Lock-In Date, the Income Base may be increased by any Step-Up Amount. If the Income Base is increased by the Step-Up Amount, then the ^J[Annual Guaranteed Withdrawal Amount] immediately will increase by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the increase in the Income Base. The additional amount may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the ^J[Annual Guaranteed Withdrawal Amount] is increased. ~~If an Excess Withdrawal has been taken in the Year of such Deposit or Transfer, any increase in the ^J[Annual Guaranteed Withdrawal Amount] will not be effective until the following Year. If the entire ^J[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the ^J[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the ^J[Annual Guaranteed Withdrawal Amount] for any subsequent Year.~~ After the Guaranteed Withdrawal Lock-In Date, if the Guaranteed Withdrawal Account Value

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decreases to \$0.00, We will not accept Deposits and Transfers for allocation to an Eligible Investment.

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~~3.2. Annual Guaranteed Withdrawal Amount Increased by Step-Up Amount. On each of the Participant's Birthdays after the Participant's or Eligible Spouse's Guaranteed Withdrawal Lock-In Date, the Annual Guaranteed Withdrawal Amount may be increased by any Step-Up Amount. The additional amount may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the Annual Guaranteed Withdrawal Amount is increased. If the entire Annual Guaranteed Withdrawal Amount is not taken as a Withdrawal within any Year, the portion of the Annual Guaranteed Withdrawal Amount not taken as a Withdrawal shall expire and will not increase the Annual Guaranteed Withdrawal Amount for any subsequent Year. If the Annual Guaranteed Withdrawal Amount is increased by the Step-Up Amount, the applicable percentage described in Section 7.1 as of the effective date of such increase will be used to calculate the Guarantee Fee for the entire Guaranteed Withdrawal Account Value.~~

~~If the Annual Guaranteed Withdrawal Amount will be increased by the Step-Up Amount without an increase in the Guarantee Fee, the Annual Guaranteed Withdrawal Amount will be increased automatically.~~

~~If the Annual Guaranteed Withdrawal Amount~~If the Income Base will be increased by the Step-Up Amount and if We have not provided the Participant^D[or Eligible Spouse] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits, Transfers and Conversions, then the Income Base will be increased automatically.

If the Income Base will be increased by the Step-Up Amount and if We have provided the Participant^D[or Eligible Spouse's] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will be increased only with an increase in the apply to subsequent Deposits, Transfers, and Conversions, then the Income Base will be increased by the amount of the Step-Up Amount and the higher Guarantee Fee, will apply to the entire Guaranteed Withdrawal Market Value, unless the Participant^D[or Eligible Spouse's] affirmatively elects otherwise pursuant to the next paragraph.

We will provide^C[ninety (90)] days notice ~~of~~to the Participant's^D[or Eligible Spouse's] stating his or her eligibility for the increase in the Income Base and that by accepting the Step-Up Amount he or she will ~~result in pay~~ an increase in the increased Guarantee Fee. on the entire Guaranteed Withdrawal Market Value. Unless We are notified in writing by the end of such^C[ninety (90)] day period that the Step-Up Amount and any resulting increase in the Guarantee Fee is rejected, the Step-Up Amount and the increased Guarantee Fee shall be considered accepted. Notwithstanding any other provision of this Rider, during such^C[ninety (90)] day period, We may require a direction for a Withdrawal or Transfer from an Active Eligible Investment that will result in a decrease in the Participant's^D[or Eligible Spouse's] Guaranteed Withdrawal ~~Account~~Market Value must also specify whether the increased Guarantee Fee is accepted or rejected.

The rejection of a Step-Up Amount does not affect the Participant's ^D[or Eligible Spouse's] eligibility for subsequent Step-Up Amounts.

3.3. – ~~Income Base and~~ ^J[Annual Guaranteed Withdrawal Amount] Decreased By Excess Withdrawals. If an Excess Withdrawal is taken in a Year, the ~~Annual Guaranteed Withdrawal Amount~~ ~~Income Base~~ will be decreased by the percentage equivalent to the ratio of (i) the amount of the Excess Withdrawal and (ii) the Guaranteed Withdrawal ~~Account~~ ~~Market~~ Value as of the Valuation Date of the Excess Withdrawal without reduction for the amount of the Excess Withdrawal.

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~~^F[If the ~~an~~ Excess Withdrawal occurs within ~~C~~ [ninety (90)] days after a Transfer(s) to an Eligible Investment, reduces the Income Base, then the preceding paragraph does not apply. Instead, the ^J[Annual Guaranteed Withdrawal Amount] immediately will be decreased decrease by the greater of (iii) the amount described in the preceding paragraph or (iv) equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the Excess Withdrawal.] decrease in the Income Base.~~

SECTION 4. WITHDRAWALS

4.1. – Withdrawals Not Required. Withdrawals are not required at any time other than to comply with the terms of the Plan or the Code.

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4.2. – Frequency of Withdrawals. Withdrawals may be taken in such amounts and frequency as permitted under the Plan and the ^B[Agreement / Contract].

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^D[SECTION 5. SPOUSAL BENEFIT

~~**5.1. – When the Participant Dies Before the Guaranteed Withdrawal Lock-In Date.** If the Participant dies after his or her Sign-Up Date but before his or her Guaranteed Withdrawal Lock-In Date and the Spouse is the Participant's sole beneficiary under the terms of the Plan on the date of the Participant's death, an Annual Guaranteed Withdrawal Amount is available for the benefit of such Spouse commencing on the Spouse's Guaranteed Withdrawal Lock-In Date. Upon the Eligible Spouse's death, such Annual Guaranteed Withdrawal Amount will cease to be available and any Guaranteed Withdrawal Account Value shall be payable pursuant to Section 6 of this Rider.~~

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~~**5.2. – When the Participant Dies After the Guaranteed Withdrawal Lock-In Date.** If the Spouse is the Participant's sole ^G[sole] beneficiary under the Plan on the date the Participant's Guaranteed Withdrawal Lock-In Date is elected, as part of that election an irrevocable election may also be made to have the ^J[Annual Guaranteed Withdrawal Amount] continue to be available after the Participant's death as Guaranteed Withdrawals during the life of the Spouse. The~~

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^J[Annual Guaranteed Withdrawal Amount] will not be available after the Participant's death if, on the date of the Participant's death:

- a. the Spouse on the date of such election has died;
- b. the Participant and Spouse on the date of such election are no longer legally married; or
- c. the Spouse is not the Participant's beneficiary under the Plan.

The election under this Section 5.2¹ may not be made prior to the date both the Participant and the Spouse have attained age ^E[55]. Upon the Eligible Spouse's death, any ^J[Annual Guaranteed Withdrawal Amount] will cease to be available and any Guaranteed Withdrawal ~~Account~~^{Market} Value shall be payable pursuant to Section 6.1 of this Rider.

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Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant's civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the Spousal Benefit under this Rider.]

SECTION 6. PAYMENTS UPON DEATH BENEFIT

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~~Upon~~6.1. **Eligible Investments.** Except as provided in Section 6.2, for each Eligible Investment, upon the later of the death of the Participant ~~or the Eligible Spouse,~~ ^D[or, if applicable, the Eligible Spouse.] Our guarantees under this Rider shall expire with no further value, and the value of the Eligible Investment, determined in accordance with the documents governing such Eligible Investment, will be paid as provided in the Plan.

6.2 **Spousal Beneficiary.** If the Participant dies before his or her Guaranteed Withdrawal ~~Account~~^{Lock-In Date} and if the Spouse is the Participant's ^G[sole] beneficiary under the terms of the Plan on the date of the Participant's death, then, subject to the terms of the Plan and the Code, the amounts invested in Eligible Investments for the behalf of such surviving Spouse may remain invested in one or more Eligible Investments subject to the following.

All of Our guarantees under this Rider for the benefit of the Participant immediately shall expire with no value and the ^D[Rollup] Value ~~will be paid as a Distribution as provided in the Plan and~~ ^D[Highest Birthday Value] shall be reset to zero. The value of any amounts currently invested in Active Eligible Investments for the benefit of the surviving Spouse, determined in accordance with the documents governing such Active Eligible Investments, shall be deemed a new Deposit to such Active Eligible Investments for the

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benefit of the surviving Spouse, creating a new Start Date. On this new Start Date, the Income Base shall be reset to equal the then current Guaranteed Withdrawal Market Value. Thereafter, for purposes of this Rider only, the Spouse shall have the rights of a "Participant" and the Spouse's date of birth shall be used to determine the Birthday.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant's civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the Spousal Benefit under this Rider.

SECTION 7. FEES.

7.1. – Guarantee Fee. The Guarantee Fee is the product of (i) the Guaranteed Withdrawal ~~Account~~Market Value and (ii) the ~~applicable percentage as set forth in the remainder of this Section 7.1.~~

~~If the Participant does not make the election under Section 5.2 of this Rider, before and after the Participant's Guaranteed Withdrawal Lock In Date the maximum aggregate current annual rate of the Guarantee Fee will not to exceed ^G[1.35]%. If the Participant makes such an election, on or after the Participant's Guaranteed Withdrawal Lock In Date the maximum aggregate the maximum annual rate of the Guarantee Fee will not exceed ^{GF}[1.95]%. If the Spouse makes the election under Section 5.1 of this Rider, on or after the Spouse's Guaranteed Withdrawal Lock In Date the maximum aggregate annual rate of the Guarantee Fee will not exceed ^G[1.95]%.%.]~~

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~~If the election in Section 5.2 of this Rider is made by the Participant and the Annual Guaranteed Withdrawal Amount is no longer available to his or her Spouse because one of the events described in Section 5.2(a), (b), or (c) has occurred, the Guarantee Fee will not be reduced.~~

We deduct the Guarantee Fee from the Participant's ^D[or Eligible Spouse's] interest in the Active Eligible ~~Investments~~Investment to determine the Guaranteed Withdrawal ~~Account~~Market Value.

We reserve the right to change the Guarantee Fee by providing ^C[ninety (90)] days advance written notice of such change. If We make such a change, the changed Guarantee Fee will only apply to Deposits ~~and~~ Transfers and Conversions allocated to an Active Eligible Investment on and after the effective date of such change, except as provided in Section 3.2 of this Rider.

7.2. Investment Management Fees and Expenses. Eligible Investments impose fees and expenses. Those fees and expenses are deducted from the value of Eligible Investments in accordance with the documents governing the Eligible Investments.

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7.3. B[Agreement / Contract]-related Expenses. If the B[Agreement / Contract]'s Expense Schedule provides for the deduction of any expenses or charges described in the Expense Schedule, We deduct those expenses or charges from the Participant's D[or Eligible Spouse's] interest in the Eligible Investments ~~to determine the Guaranteed Withdrawal Account Value.~~

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SECTION 8. TERMINATION OR DISCONTINUATION

8.1. Termination of Participant's D[or Eligible Spouse's] Benefit. ~~The Participant's or Eligible Spouse's Guaranteed Withdrawal Account will be cancelled and no~~ No further benefits will be provided to the Participant D[or Eligible Spouse] under this Rider if:

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- a. ~~The Protected~~ No amounts are allocated to Eligible Investments for the benefit of the Participant D[or Eligible Spouse] and the Income Base equals \$0.00 ~~before the Guaranteed Withdrawal Lock In Date;~~ or
- b. ~~The Annual Guaranteed Withdrawal Amount equals \$0.00 on or after the Guaranteed Withdrawal Lock In Date, except as specified in Section 2.2 of this Rider.~~
- b. Pursuant to the terms of the Plan or the Code, the Plan is required to distribute the Participant's D[or Eligible Spouse's] entire interest in the Plan.

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8.2. Plan Termination or Discontinuance of Deposits and Transfers. You may elect at any time to not permit additional ~~Deposits and Transfers~~ allocations to be allocated to an Eligible ~~Investment~~ Investments. Any such election shall not affect Our guarantees with regard to ~~Guaranteed Withdrawal Accounts in existence~~ amounts allocated to Eligible Investments on the date You make such election unless You make the election in the next sentence. Under such terms as We may require, You may discontinue this Rider at any time and direct Us to transfer ~~each Participant's or the market value of amounts allocated to Eligible Spouse's Guaranteed Withdrawal Account Value~~ Investments for the benefit of each Participant D[or Eligible Spouse] to another Plan investment option selected by You. In such event, each Participant's D[or Eligible ~~Spouse's~~ Spouse] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to any Participant D[or Eligible Spouse] under this Rider.

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8.3. PRIAC Termination. We reserve the right in Our sole judgment (i) to cease accepting at any time Deposits and Transfers to an Eligible Investment, and (ii) to not permit transfers between Eligible Investments. Our exercise of this right shall not affect Our guarantees with regard to ~~Guaranteed Withdrawal Accounts established under this~~

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~~Rider~~ (1) amounts allocated to Eligible Investments on the effective date of Our ceasing to accept such Deposits and Transfers, and (2) Conversions allocated to Active Eligible Investments, subject to adjustments to the Guarantee Fee pursuant to Section 7.1.

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SECTION 9. PORTABILITY OF OUR GUARANTEES

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If a Participant ~~D~~[or Eligible Spouse ~~that~~] who has amounts allocated to an Eligible Investment for his or her benefit, is eligible to receive a Distribution from the Plan, which is an “eligible rollover distribution” within the meaning of Section 402(f)(2) of the Code, then subject to Our receiving any applicable regulatory approvals, We shall make available to ~~him or her a contract under which:~~

~~If~~ the Participant or ~~D~~[or Eligible Spouse] the right to transfer all or a part of Our guarantees under this Rider to one or more contracts as described below.

~~If~~ a Participant’s ~~D~~[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of either a Roth retirement plan account or a traditional retirement plan account (but not both), and if such amount is transferred to a Roth IRA contract or a traditional IRA contract, respectively, then Our guarantees under such contract will be determined in accordance with (a) and (b) below.

~~If~~ a Participant’s ~~D~~[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of both a Roth retirement plan account and traditional retirement plan account, and if an amount from each such retirement account is transferred to a Roth IRA contract and a traditional IRA contract, respectively, then Our guarantees will be separately determined under each contract, in accordance with (c) below.

- a. ~~If~~ the Participant ~~D~~[or Eligible Spouse] transfers directly to such contract all of his or her Guaranteed Withdrawal ~~Account~~Market Value under this Rider, then on the date of such transfer:

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- i. ~~if~~ the transfer occurs before his or her Guaranteed Withdrawal Lock-In Date, the ~~“M~~“highest birthday value” and the ~~“roll-up value”~~ under such contract shall be the greater of the Highest Birthday Value and the ~~J~~[Roll-Up Value] under this Rider; and

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- ii. ~~if~~ the transfer occurs on or after his or her Guaranteed Withdrawal Lock-In Date, the ~~“income base”~~ and ~~J~~“annual guaranteed withdrawal amount” under such contract shall be the Income Base and ~~J~~[Annual Guaranteed Withdrawal Amount], respectively; or

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b. If the entire Guaranteed Withdrawal ~~Account~~Market Value is not transferred directly, the Participant ^D[or the Eligible Spouse] may make a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal ~~Account~~Market Value to such contract. On the date of the transfer, the ~~“M”~~ ^M [“highest birthday value” and “roll-up value” or the “annual guaranteed withdrawal amount”] under such contract shall be the greater of the Highest Birthday Value and the ^J [Roll-Up Value or the] under this Rider, and the “income base” and ^J [“annual guaranteed withdrawal amount”] under such contract shall be the Income Base and ^J [Annual Guaranteed Withdrawal Amount], respectively, in all cases reduced by the percentage equivalent to the ratio of (i) the amount of the Guaranteed Withdrawal ~~Account~~Market Value remaining after the transfer and (ii) the Guaranteed Withdrawal ~~Account~~Market Value, all determined on the Valuation Date of such transfer.

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c. If a Participant's ^D[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and he or she transfers directly all of his or her Guaranteed Withdrawal Market Value under this Rider, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:

i. the ^M [“highest birthday value” under each such contract shall be the greater of the Highest Birthday Value and the ^J [Roll-Up Value]] under the Rider, and the “income base” and ^J [“annual guaranteed withdrawal amount”] under each such contract shall be the Income Base and ^J [Annual Guaranteed Withdrawal Amount], respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

Such contract(s) may contain a minimum contribution requirement and have different provisions than this Rider for Our guarantees or determining the value of Our guarantees under such contract(s). The portability described in this Section 9 is not available for amounts paid from our general account under Section 2.2.

SECTION 10. INVESTMENTS

As a condition of receiving Our guarantees under this Rider We require the use of one or more of the Eligible Investments ~~and/or asset allocation models~~. We specify for amounts directed for investment under the ^B [Agreement / Contract]. We reserve the right to

change or eliminate Eligible Investments or such asset allocation models, and not accept Deposits or Transfers for allocation to an Eligible Investment. We also reserve the right to not permit transfers between Eligible Investments.

SECTION 11. LIMITATIONS

~~11.1. Limitation On Deposits and Transfers Following Participant or Eligible Spouse Termination of Guaranteed Withdrawal Account. If a Participant's or Eligible Spouse's Guaranteed Withdrawal Account is terminated, for ^C[ninety (90)] days after the date of such termination a new Guaranteed Withdrawal Account may not be established or increased for his or her benefit except by the allocation of Contributions to an Eligible Investment.~~

~~11.2. Additional~~

~~11.1. Limitations on Deposits and Transfers. We reserve the right to not accept a Deposit or Transfer for allocation to an Active Eligible Investment:~~

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- a. for ^C[ninety (90)] days after the date of a Withdrawal from the same Active Eligible Investment, if the Deposit transaction is a Rollover or a Transfer;
- b. if the Deposit or Transfer is a lump sum repayment of a loan made by the Plan to the Participant; or
- c. if accepting the Deposit or Transfer is contrary to Our underwriting guidelines.

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~~11.2 Limitations on Deposit, Transfers and Contributions. We reserve the right to not accept Deposits, Transfers or Contributions for allocation to an Eligible Investment for the benefit of any individual who is a Participant's beneficiary under the Plan but ineligible for distribution of the Participant's interest under the Plan in accordance with Section 401(a)(9)(B)(iv) of the Code.~~

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~~11.3 Limitations on transfers between Eligible Investments. We reserve the right to not permit transfers between Eligible Investments.~~

SECTION 12. MISCELLANEOUS

~~12.1. Direction. Notwithstanding anything in this Rider to the contrary, all directions required to be given to Us under this Rider shall be given by the person authorized to give such direction under the terms of the Plan. We shall be under no obligation to act until We receive such direction.~~

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~~12.2. Small Benefits. We shall make a payment equal to the sum of the Guaranteed Withdrawal AccountMarket Value and the net actuarial value of Our guarantee to the Participant D or Eligible Spouse I under this Rider if:~~

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- a. the JAnnual Guaranteed Withdrawal Amount] at the Guaranteed Withdrawal Lock-In Date is less than any minimum JAnnual Guaranteed Withdrawal Amount] required by Us in this Rider; or
- b. the Plan requires the Participant's Dor Eligible Spouse's] Plan account balance to be distributed without the Participant's Dor Eligible Spouse's consent] consent, other than distributions intended to comply with requirements of Section 401(a)(9) of the Code or regulations thereunder, and such amount is not transferred directly to a contract in accordance with Section 9 of this Rider.

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In such event, the Participant's Dor Eligible Spouse's] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to the Participant Dor Eligible Spouse] under this Rider.

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12.3.- Required Minimum Distributions.- As of the last Valuation Date in each calendar year Dfollowing the Guaranteed Withdrawal Lock-In Date / beginning with the calendar year immediately preceding the calendar year of the Guaranteed Withdrawal Lock-In Date] (each the "RMD Calculation Date"), We will determine, following Our established and published procedures that have been communicated to You, the amount a Participant Dor Eligible Spouse] would need to take as a Withdrawal to comply with the requirements of Section 401(a)(9) of the Code applicable to distributions over the life of the Participant, life of a designated beneficiary, or over the lives of the Participant and a designated beneficiary, during the next following calendar year (each the "RMD Payment Year";-").

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Each such amount shall be based on the assumption that K[the sum of] the Guaranteed Withdrawal AccountMarket Value K[and the net actuarial value of Our guarantees under this Rider to the Participant Dor Eligible Spouse]] is the Participant's Dor Eligible Spouse's] entire account balance under the Plan. D[If the amount determined on the RMD Calculation Date is for an Eligible Spouse, the amount will be based on the assumption that the Eligible Spouse is a "spouse" for purposes of federal law.] If the required minimum distribution (RMD) amount determined using these assumptions exceeds the JAnnual Guaranteed Withdrawal Amount] on the RMD Calculation Date, then the difference between such RMD amount and the JAnnual Guaranteed Withdrawal Amount] shall be the "RMD Value";-". Withdrawals taken in the RMD Payment Year shall be treated as Excess Withdrawals only to the extent they exceed the RMD Value. Any RMD Value remaining at the end of each RMD Payment Year shall expire and not increase the RMD Value in any subsequent RMD Payment Year.

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12.4.- Misstatements and Corrections. For purposes of this Rider, if We discover that the Participant's Dor Eligible Spouse's] age or any other fact pertaining to Our

guarantees under this Rider was misstated, or We discover a clerical error, We will make adjustments to any fees, guarantees or other values under this Rider to reasonably conform to the facts following Our established procedures, which shall be applied on a uniform basis.

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	Arkansas
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2.	Department Use Only
	State Tracking ID

3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
	Prudential Retirement Insurance and Annuity Company 280 Trumbull Street, Hartford, CT 06103	Connecticut	Life	304	93629	06-1050034	

4.	Contact Name & Address	Telephone #	Fax #	E-mail Address
	Ann Jadro Prudential Retirement Insurance and Annuity Company 200 Wood Avenue South Iselin, NJ 08830-2706	732-482-8870	732-482-8946	Ann.jadro@prudential.com

5.	Requested Filing Mode	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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6.	Company Tracking Number	PRGA-GA-2020-TGWB3-0805-ED-AK
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7.	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission	Previous file # _____
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8.	Market	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise	
		Group	<input type="checkbox"/> Small <input type="checkbox"/> Large <input checked="" type="checkbox"/> Small and Large <input checked="" type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____

9.	Type of Insurance (TOI)	Group Annuities
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10.	Sub-Type of Insurance (Sub-TOI)	A02G.002
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11.	Submitted Documents	<p><u>FORMS</u></p> <input type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input checked="" type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other
		<p><u>Rates</u></p> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate
		<p><input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____</p>
		<p><u>SUPPORTING DOCUMENTATION</u></p> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreements <input checked="" type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum

		<input type="checkbox"/> Other _____
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LHTD-1, Page 1 of 2

12.	Filing Submission Date	
13	Filing Fee (If required)	Amount <u> \$20.00 </u> Check Date _____ Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check Number <u> EFT </u>
14.	Date of Domiciliary Approval	We have submitted the Target Form to Connecticut Department of Insurance, our domiciliary state, on May 8, 2009. We have not received Connecticut approval of the Target Form at the time of this filing.

Filing Description:

We enclose for approval on a general basis Group Annuity Contract Rider Form GA-2020-TGWB3-0805. The Target Form is new and does not replace any form previously filed with the Department.

The Target Form is a rider to be used in conjunction with previously approved group annuity contract forms issued to pension and profit sharing plans qualified under Section 401(a) of the Internal Revenue Code and government sponsored deferred compensation plans qualified under Section 457 of the Internal Revenue Code. The Target Form will be marketed to sophisticated plan sponsors and third party record-keepers of the above referenced programs.

The Target Form is similar to Group Annuity Contract Rider form GA-2020-IFGW2-0805 ("IncomeFlex Form"), which was approved by your Department on January 3, 2007.

As with the IncomeFlex Form, the Target Form is designed to enable participants covered by contracts issued with the Target Form to receive an income stream for their lives by making withdrawals of up to a pre-determined percentage for their lifetimes, regardless of the investment performance of the investments required to be used in connection with the Target Form. The Target Form will continue to promote a focus on a retirement income stream as the goal of defined contribution savings; and maintaining a level of equity investment throughout a participant's lifetime.

The Target Form benefit is similar to the IncomeFlex Form benefit in that, when withdrawals start, an annual guaranteed withdrawal amount is calculated based on the highest of (i) the then-current market value of specified investments, (ii) a highest periodic market value since the benefit became effective (i.e., highest birthday value) or (iii) contributions accumulating at a pre-defined rate (i.e., roll-up value). Participants then may withdraw an amount equal to a fixed percentage of that base each year for the rest of their lives, regardless of the investment performance of the investments required to be used in connection with the Target Form. Positive investment performance may be passed through by allowing a "step-up" of the guaranteed withdrawal amount when circumstances allow. Participants maintain control of their account balances by being permitted to withdraw all or a portion of the remaining market value of the investments used in connection with the Target Form to meet unforeseen needs. If such a withdrawal exceeds the annual guaranteed withdrawal amount, the guaranteed income stream will be reduced. If the market value of investments used in connection with the Target Form is depleted by guaranteed withdrawals and/or market performance, PRIAC will pay the annual guaranteed withdrawal amount out of its general account for the remainder of the participant's life.

15.

However, the Target Form differs from the IncomeFlex Form in the following aspects:

- a) offers three different withdrawal percentage age bands at lock-in date, instead of two, with same or higher guaranteed withdrawal percentages:
 - i) ages 55 to 64: 4.25%;
 - ii) ages 65 to 69: 5.00%; and
 - iii) ages 70 and over: 5.75%.
- b) in lieu of charging a higher guarantee fee for spousal coverage, the withdrawal percentages are reduced as follows, if spousal coverage is elected:
 - i) ages 55-64: 3.75%;
 - ii) ages 65-69: 4.50%; and
 - iii) ages 70 and over: 5.25%
- c) no minimum age requirement to invest in the Target Form;
- d) flexibility to include or exclude the "highest birthday value", "roll-up value", or "spousal benefit";
- e) the initiation of income base guarantees and related guarantee fees is based on the type of investment and not the age of the participant; for example, with respect to target date funds, the guarantees begin 10 years before the investments' target date.

For your convenience, we have provided a redlined comparison of the Target Form to the IncomeFlex Form. The filing fee of \$20.00 is being sent via EFT to cover the filing fee for this form.

Please note that our domicile state, Connecticut, does not charge a filing fee, therefore, retaliatory filing fees are not applicable.

We have submitted the Target Form to Connecticut Department of Insurance, our domiciliary state, on May 8, 2009. We have not received Connecticut approval of the Target Form at the time of this filing.

Please note that our domicile state, Connecticut, does not charge a filing fee, therefore, retaliatory filing fees are not applicable.

A Memorandum of Variability describing the variable provisions is enclosed.

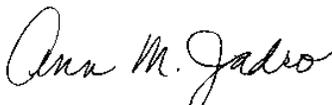
This form, when issued, may vary in format and company logo.

Please contact me at 732-482-8870 if you have any questions regarding this filing.

16. Certification (If required)

I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of _____.

Print Name Ann Jadro Title Second Vice President

Signature 

Date: 5-14-09

17.	Form Filing Attachment	
This filing transmittal is part of company tracking number		PRGA-GA-2020-TGWB2-0805-ED-AK
This filing corresponds to rate filing company tracking number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Target Guaranteed Withdrawal Rider Group Annuity Contract Amendment	GA-2020-TGWB2-0805	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

LH FFA-1

18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate indication (when applicable)				
Overall percentage rate impact for this filing		%		
	Document Name Description	Affected Form Numbers		Previous State Filing Number
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	

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