

SERFF Tracking Number: PRUD-126233640 State: Arkansas
Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 42959
Company Tracking Number: GRO/HDGRO/CAP-PALAC
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: GRO/HDGRO/CAP-PALAC
Project Name/Number: GRO/HDGRO/CAP-PALAC/GRO/HDGRO/CAP-PALAC

Filing at a Glance

Company: Prudential Annuities Life Assurance Corporation

Product Name: GRO/HDGRO/CAP-PALAC SERFF Tr Num: PRUD-126233640 State: Arkansas
TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 42959
Variable and Variable Closed
Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: GRO/HDGRO/CAP- State Status: Approved-Closed
PALAC

Filing Type: Form

Reviewer(s): Linda Bird
Disposition Date: 07/27/2009
Authors: John Witteman, Anthony
Pereira, Carolyn Cargnel, Pamela
Bonaparte-Golding
Date Submitted: 07/20/2009 Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval
State Filing Description:

Implementation Date:

General Information

Project Name: GRO/HDGRO/CAP-PALAC
Project Number: GRO/HDGRO/CAP-PALAC
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 07/27/2009

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Group
Group Market Size: Large
Group Market Type: Discretionary
Explanation for Other Group Market Type:
State Status Changed: 07/27/2009
Created By: Pamela Bonaparte-Golding
Corresponding Filing Tracking Number:

Deemer Date:
Submitted By: Pamela Bonaparte-Golding
Filing Description:
VIA SERFF

July 20, 2009

Honorable Jay Bradford, Insurance Commissioner

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

Attn Claudia Meeks, Rates and Form Filings

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

Forms Submitted for Approval:

Rider Form RID-HDGRO(11/09)
Schedule Supplement Form SCH-HDGRO(11/09)

Rider Form RID-GRO(11/09)
Schedule Supplement Form SCH-GRO(11/09)

Schedule Supplement Form SCH-HDGROCAP(11/09) for use with Prior Approved Rider Form RID-HDGRO(1/08) that was approved on October 30, 2007, File No. PRUD-125323675

Schedule Supplement Form SCH-GROCAP(11/09) for use with Prior Approved Rider Form RID-GRO(1/08) that was approved on October 30, 2007, File No. PRUD-125323675

Dear Ms. Meeks:

Prudential Annuities respectfully submits the referenced forms for your approval. Once your Department approves this filing, these forms will be offered as optional benefits for any new and existing annuity business (that has received your Department's prior approval) in a non-discriminatory manner.

Forms RID-HDGRO(11/09) and SCH-HDGRO(11/09) are similar to Forms RID-HDGRO(1/08) and SCH-HDGRO(1/08) approved on October 30, 2007, SERFF Tracking Number PRUD-125323675. Just as in the prior approved Forms, the Forms submitted guarantee annuity holders that their Account Value on the tenth anniversary of the Effective Date (benefit anniversary) will equal their Account Value on the Effective Date. In addition, it guarantees the highest daily Account Value within the first benefit year eleven years after the Effective Date, the highest daily Account Value within the first two benefit years twelve years after the Effective Date, and it will continue to create a new enhanced guarantee

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value on each Effective Date anniversary which is guaranteed ten years after that anniversary. Just as in the prior approved form, this Rider will make use of a program to monitor investment performance and move funds between the variable investment options selected by the owner and the Transfer Fund to mitigate the risks borne by the company associated with the optional rider's guarantees. The main difference between the prior approved forms and the forms submitted now is the Benefit Transfer Formula is adjusted to place a 90% cap on transfers of the account value to the Benefit Transfer Account.

RID-GRO(11/09), SCH-GRO(11/09) -- are similar to Rider Form No. RID-GRO(1/08), SCH-GRO(1/08) approved by your Department on October 30, 2007, SERFF Tracking Number PRUD-125323675. The rider guarantees the Account Value on the date of election, seven years after the date of election. In addition to this base guarantee, we will automatically "step-up" the then current account value on each anniversary of the date of election if the account value exceeds the base guarantee and any previous stepped-up amount by 7%. In addition to the automatic step-up, the owner may manually step-up the account value once each benefit year. Each step-up, whether automatic or elected by the owner, replaces any prior stepped-up amount. We will guarantee the stepped-up Account Value seven years after the step-up.

A major difference between the prior approved forms and the forms submitted now is the Benefit Transfer Formula is adjusted to place a 90% cap on transfers of the account value to the Benefit Transfer Account.

Forms SCH-HDGROCAP(11/09) and SCH-GROCAP(11/09) are similar to Forms SCH-HDGRO (1/08) and SCH-GRO (1/08). The main difference between the referenced schedule pages and the prior approved schedule pages is the Benefit Transfer Formula is adjusted to place a 90% cap on transfers of account value to the Benefit Transfer Account. An "Effective Date of the 90% Cap Rule" item has been added to indicate the effective date of the new transfer formula. Annuity owners that have an existing benefit may elect the new transfer formula for no cost and without canceling the guarantees provided by the existing benefit.

The annuity forms submitted are designed for use for qualified and non-qualified sales, as defined in the Internal Revenue Code. Should these Forms be used with certain qualified sales described under the Internal Revenue Code, the appropriate endorsement approved or accepted by your Department, will be provided to the annuity holder and will be made part of the annuity to satisfy any federal qualified usage requirements.

Any brackets in the Schedule Supplements indicate that we reserve the right to change the information shown within brackets, without refiling with your Department, based on new business requirement and any specific classifications of annuity holders to which we wish to offer these benefits. Statements of Variable Material are included with this filing to describe how variable information may change.

Please note that actuarial memorandums, and any related material, are enclosed with this submission. These actuarial memorandums are annuity product-specific. Any certifications or other materials Prudential Annuities believes you

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

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

Very truly yours,

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

Enclosures

Company and Contact

Filing Contact Information

Anthony Pereira, Senior Compliance Analyst Anthony.Pereira@Prudential.com
One Corporate Drive 800-628-6039 [Phone] 57146 [Ext]
P.O. Box 883 203-944-7510 [FAX]
Shelton, CT 06484

Filing Company Information

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

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Filing Fees

Fee Required? Yes
Fee Amount: \$150.00
Retaliatory? No
Fee Explanation: \$25.00 per form x 6 Forms = \$150.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Prudential Annuities Life Assurance Corporation	\$150.00	07/20/2009	29307644

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/27/2009	07/27/2009

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statement of Variability	Yes	Yes
Form	Highest Daily Guaranteed Return Option II Benefit Rider	Yes	Yes
Form	Highest Daily Guaranteed Return Option II Schedule Supplement	Yes	Yes
Form	Guaranteed Return Option II Benefit Rider	Yes	Yes
Form	Guaranteed Return Option II Schedule Supplement	Yes	Yes
Form	Highest Daily Guaranteed Return Option Benefit Schedule Supplement	Yes	Yes
Form	Guaranteed Return Option Plus Benefit Schedule Supplement	Yes	Yes

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Form Schedule

Lead Form Number: RID-HDGRO(11/09)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RID-HDGRO(11/09)	Policy/Contract	Cont Highest Daily Guaranteed Return Option II Benefit Certificate: Rider Amendment, Insert Page, Endorsement or Rider	Initial		0.000	RID-HDGRO_11-09_.pdf
	SCH-HDGRO(11/09)	Schedule Pages	Highest Daily Guaranteed Return Option II Schedule Supplement	Initial		0.000	SCH-HDGRO_11-09_.pdf
	RID-GRO(11/09)	Policy/Contract	Cont Guaranteed Return Option II Benefit Certificate: Rider Amendment, Insert Page, Endorsement or Rider	Initial		0.000	RID-GRO_11-09_.pdf
	SCH-GRO(11/09)	Schedule Pages	Guaranteed Return Option II Schedule Supplement	Initial		0.000	SCH-GRO(11-09).pdf
	SCH-HDGROCAP(11/09)	Schedule Pages	Highest Daily Guaranteed Return Option Benefit Schedule Supplement	Initial		0.000	SCH-HDGROCAP_11-09_.pdf

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SCH-	Schedule	Guaranteed Return	Initial	0.000	SCH-
GROCAP(1 Pages		Option Plus Benefit			GROCAP_11-
1/09)		Schedule			09_.pdf
		Supplement			

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION
(A Prudential Financial Company)
[ONE CORPORATE DRIVE, P.O. BOX 883
SHELTON, CONNECTICUT 06484]

[HIGHEST DAILY GUARANTEED RETURN OPTION II] BENEFIT RIDER

This Rider is made part of your Annuity. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control.

Definitions: For purposes of this Rider, the following definitions apply:

Account Value: The definition of "Account Value" in your Annuity also includes the value of the Transfer Account and any Fixed Rate Option(s).

Adjusted Account Value: The Adjusted Account Value for any Valuation Day is equal to the Account Value on that Valuation Day, increased by any additional Net Purchase Payments and reduced due to any withdrawals from the Annuity since the immediately preceding Valuation Day, as described below.

Benefit Year: A year beginning on the Effective Date and on each anniversary of the Effective Date.

Effective Date: The Effective Date of this Rider is shown in the Schedule Supplement.

Fixed Rate Option(s): An allocation option which we may make available that is credited a fixed rate of interest for a specified period of time and is to be supported by assets in our general account.

Guarantee Amount: This is an amount established initially on the Effective Date, and is equal to your Account Value on that date. On each subsequent anniversary of the Effective Date, a Guarantee Amount is calculated that is equal to the highest Adjusted Account Value, as defined above, for any Valuation Day between the Effective Date and that anniversary. Each Guarantee Amount is increased by any additional Net Purchase Payments. Each Guarantee Amount is reduced by any withdrawals from the Annuity (other than those to pay for charges for optional benefits provided in connection with your Annuity). The manner in which Net Purchase Payments and withdrawals affect each Guarantee Amount is detailed below. We only calculate a Guarantee Amount if the Guarantee Period for that Guarantee Amount does not extend beyond the latest Annuity Date applicable to the Annuity.

Guarantee Period: With respect to a Guarantee Amount, this is the period of time extending from the date a Guarantee Amount is initially calculated to the date we compare your Account Value to that Guarantee Amount. The duration of a Guarantee Period is shown in the Schedule Supplement.

Net Purchase Payment: A Purchase Payment less any applicable charge for taxes. For purposes of this Rider, a Net Purchase Payment includes any Credit allocated to your Account Value in relation to such Net Purchase Payment.

Owner/Participant: The term "Owner" may be referred to as "Participant" in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

Transfer Account: Collectively, one or more Sub-accounts, each of which invests in a different bond portfolio ("bond portfolio Sub-account"). There is a separate bond portfolio Sub-account with a target year corresponding to the year in which each Guarantee matures ("Maturity of a Guarantee"). Account Value is transferred to and from the Transfer Account as determined by the Transfer Calculation Formula.

Transfer Calculation Formula: A formula which we use to determine whether Account Value should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Schedule Supplement.

Other capitalized terms in this Rider are either defined in the Rider or in your Annuity.

How the Benefit Works: On the Effective Date and on each subsequent anniversary of the Effective Date, we calculate a Guarantee Amount as described above, and determine the applicable Guarantee Period. At the end of each Guarantee Period we compare your Account Value on that date to the Guarantee Amount applicable to that Guarantee Period. If your Account Value at the end of a Guarantee Period is less than the Guarantee Amount applicable to that Guarantee Period, we increase your Account Value to equal the Guarantee Amount.

If we add an amount to your Account Value, as provided in the preceding paragraph, we will allocate that amount, together with any assets allocated to the bond portfolio Sub-account associated with the Guarantee that is maturing, to the elected Sub-accounts. Allocation to the elected Sub-accounts will be in accordance with your most recent allocation instructions. The Transfer Calculation Formula will then determine whether any portion of the Account Value should be transferred to the Transfer Account.

Upon Maturity of a Guarantee if no increases to your Account Value are required pursuant to the terms of this Rider, any assets in the bond portfolio Sub-account associated with the Guarantee that is maturing will be transferred to the elected Sub-accounts on a pro-rata basis. If you are participating in an asset allocation program for which we are providing administrative support, we will allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Subsequent to this transfer, the Transfer Calculation Formula will determine whether any portion of the Account Value should be transferred to the Transfer Account.

Additional Purchase Payments: If your Annuity permits additional Purchase Payments, then each Guarantee Amount is increased by additional Net Purchase Payments that are made during the Guarantee Period applicable to that Guarantee Amount. Each Adjusted Account Value is also increased by Net Purchase Payments made subsequent to the immediately preceding Valuation Day. Increases in a Guarantee Amount and Adjusted Account Value will occur on the date on which the Net Purchase Payment is made.

Reductions in Adjusted Account Values and Guarantee Amounts Due to Withdrawals: We will reduce each Guarantee Amount and each Adjusted Account Value for withdrawals, including any applicable Contingent Deferred Sales Charges. These reductions may be subject to a "Dollar-for-Dollar Limit" as described below. The initial Dollar-for-Dollar Limit is determined by applying the Dollar-for-Dollar Percentage to the initial Guarantee Amount. The Dollar-for-Dollar Percentage is shown in the Schedule Supplement. If the Dollar-for-Dollar Percentage is zero, the Dollar-for-Dollar Limit is zero.

We reduce each Guarantee Amount by the exact amount of any withdrawals of Account Value, including any applicable Contingent Deferred Sales Charges, made during the Guarantee Period applicable to that Guarantee Amount that do not exceed the Dollar-for-Dollar Limit. We reduce each Adjusted Account Value by the exact amount of any withdrawals of Account Value, including any applicable Contingent Deferred Sales charges, made subsequent to the immediately preceding Valuation Day that do not exceed the Dollar-for-Dollar Limit.

We proportionately reduce each Guarantee Amount in relation to any withdrawals of Account Value made during the Guarantee Period applicable to that Guarantee Amount that exceed the Dollar-for-Dollar Limit. Similarly, each Adjusted Account Value is proportionately reduced in relation to any withdrawals of Account Value made subsequent to the immediately preceding Valuation Day that exceed the Dollar-for-Dollar Limit. If the Dollar-for-Dollar Limit is zero, all reductions are proportionate. We calculate the amount of each such proportionate reduction in relation to the entire amount of each withdrawal at the time it occurs, as follows:

Each Guarantee Amount after a withdrawal equals the Guarantee Amount immediately before the withdrawal less the sum of (a) and (b), where:

- (a) is the Remaining Dollar-for-Dollar Amount before withdrawals, which is defined below; and
- (b) is the result of multiplying (i) times (ii), where:

- (i) is the Guarantee Amount immediately before the withdrawal less the Remaining Dollar-for-Dollar Amount before the withdrawal; and
- (ii) is an adjustment factor of (A) divided by (B), where:
 - (A) is the current withdrawal amount less the Remaining Dollar-for-Dollar Amount immediately before the withdrawal; and
 - (B) is your Account Value immediately before the withdrawal less the Remaining Dollar-for-Dollar Amount immediately before the withdrawal.

Each Adjusted Account Value is reduced by withdrawals in excess of the Dollar-for-Dollar Limit in accordance with the formula set forth in the preceding paragraph, substituting "Adjusted Account Value" for "Guarantee Amount".

The Remaining Dollar-for-Dollar Amount is the then-current Dollar-for-Dollar Limit before the withdrawal less cumulative withdrawals during that Benefit Year prior to the current withdrawal, but not less than zero.

Reductions to each Guarantee Amount and each Adjusted Account Value occur as of the date each withdrawal is made.

Effect of Withdrawals and Net Purchase Payments on Dollar-for-Dollar Limit: Any Dollar-for-Dollar Limit is reduced by withdrawals in excess of the Dollar-for-Dollar Limit during that Benefit Year in the same proportion that each Adjusted Account Value and each Guarantee Amount is reduced by that excess withdrawal. Reductions to the Dollar-for-Dollar Limit will occur on the date on which the excess withdrawal is made.

Additional Purchase Payments increase the Dollar-for-Dollar Limit. The Dollar-for-Dollar Limit is increased by the amount resulting from applying the Dollar-for-Dollar Percentage to each additional Net Purchase Payment made since the most recent anniversary of the Effective Date. Increases in the Dollar-for-Dollar Limit will occur on the date on which the Net Purchase Payment is made.

Investment Limitations: While this Rider is in effect, your entire Account Value must be allocated to only those investment options we permit, except as required under the conditions set out in the "Transfers to and from the Transfer Account" section below. In addition, you may be required to maintain all or a portion of your Account Value invested in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited investment options, changing the extent to which Account Value may be allocated to an investment option, and changing required investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers allowed during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. All transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

Transfer Account: We monitor the investment performance of your Account Value each Valuation Day to determine if we need to transfer any portion of your Account Value to or from the Transfer Account to maintain each Guarantee Amount. We only transfer Account Value to the Transfer Account, and we only maintain Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. At any given time, some, most or none of your Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

Transfers to and from the Transfer Account: On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to compare your Account Value to an amount based on the Guarantees provided by this benefit. Based on the formula, a determination is made as to whether any portion of your Account Value is to be transferred to or from the Transfer Account. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and in the event that the Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken on a last in first out basis from the elected Fixed Rate Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

Withdrawals: Any withdrawals from your Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected Fixed Rate Options and the Transfer Account.

Charge for the Rider: The charge is applied against the daily total value of each elected Sub-account and the Transfer Account to the extent to which the Account Value in your Annuity is allocated to either. The charge is assessed each day at the daily equivalent of the applicable rate until this Rider terminates. On the Effective Date, the charge is as shown in the Schedule Supplement. We cease to deduct a charge for the Rider once it terminates in accordance with the "Termination of Benefits" provision below.

Termination of Benefits: You may terminate this Rider at any time upon notification to us In Writing. Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- A. Elective Termination:** You may terminate this Rider at any time. Upon elective termination, we transfer any remaining Account Value from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. If upon elective termination, the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions.
- B. Termination due to Death:** This Rider terminates automatically as of the date the Annuity's death benefit becomes payable unless the Annuity is continued in accordance with the Annuity's spousal continuation provisions.
- C. Termination resulting from the start of Annuity Payments:** This Rider terminates automatically as of the date we transfer all Account Value in order to begin annuity payments, if annuity payments are to begin prior to the latest Annuity Date applicable to the Annuity. However, if annuity payments are scheduled to begin on such latest Annuity Date, this Rider will terminate on the anniversary of the Effective Date immediately prior to such latest Annuity Date. We may permit transfer of a portion of Account Value to start annuity payments if doing so does not result in adverse consequences to you under the Internal Revenue Code. In such a situation, this Rider does not terminate and the transfer of Account Value to fund the annuity payments has the same impact as a partial withdrawal.
- D. Termination upon Surrender:** This Rider terminates if you surrender your Annuity before the Annuity Date.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

Secretary

**[PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION
(A Prudential Financial Company)
ONE CORPORATE DRIVE, P.O. BOX 883
SHELTON, CONNECTICUT 06484]**

**[HIGHEST DAILY GUARANTEED RETURN OPTION II] BENEFIT
SCHEDULE SUPPLEMENT**

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE: [Issue Date of the Rider]

DURATION OF A GUARANTEE PERIOD: [10 Years]

DOLLAR-FOR-DOLLAR PERCENTAGE: [0.0%]

CHARGE FOR THE RIDER: [The daily equivalent of an annual rate of [0.60%] applied to the elected Sub-accounts and the Transfer Account]

TRANSFER ACCOUNT: [Collectively, one or more AST bond portfolio Sub-accounts.] If a bond portfolio Sub-account is discontinued, we will substitute a successor Sub-account, if there is one. Otherwise, we will substitute a comparable Sub-account. We will obtain any required regulatory approvals prior to substitution of the Sub-account.

BENCHMARK INDEX: [Barclays Capital Fixed Term Zero Coupon Swap Index.] If this Benchmark Index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise, we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.

BENCHMARK INDEX INTEREST RATE: [The interest rate that is set with reference to the Benchmark Index.]

DISCOUNT RATE ADJUSTMENT: [2.5%]

DISCOUNT RATE MINIMUM: [

Month	Minimum	Month	Minimum
1	3.00%	13	2.00%
2	2.92%	14	1.92%
3	2.83%	15	1.83%
4	2.75%	16	1.75%
5	2.67%	17	1.67%
6	2.58%	18	1.58%
7	2.50%	19	1.50%
8	2.42%	20	1.42%
9	2.33%	21	1.33%
10	2.25%	22	1.25%
11	2.17%	23	1.17%
12	2.08%	24	1.08%
		25+	1.00%

]

**[HIGHEST DAILY GUARANTEED RETURN OPTION II] BENEFIT
SCHEDULE SUPPLEMENT (CONTINUED)**

TRANSFER CALCULATION FORMULA

The following are the Terms and Definitions referenced in the Transfer Calculation

Formula:

- AV is the current Account Value of the Annuity
- V_V is the current Account Value of the elected Sub-accounts of the Annuity
- V_F is the current Account Value of the elected Fixed Rate Options of the Annuity
- B is the total current value of the Transfer Account
- C_l is the lower target value; it is established on the Effective Date and is not changed for the life of the guarantee
- C_m is the middle target value; it is established on the Effective Date and is not changed for the life of the guarantee
- C_u is the upper target value; it is established on the Effective Date and is not changed for the life of the guarantee
- T is the amount of a transfer into or out of the Transfer Account

For each Guarantee Amount:

- G_i is the Guarantee Amount
- N_i is the number of days until the end of the Guarantee Period
- d_i is the discount rate associated with the number of days until the end of a Guarantee Period. The discount rate is determined by taking the greater of the Benchmark Index Interest Rate less the Discount Rate Adjustment, and the Discount Rate Minimum. The applicable term of the Benchmark Index Interest Rate is the same as the number of days remaining until the end of the Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used. The Discount Rate Minimum is determined based on the number of months since the Effective Date.

The formula, which is set on the Effective Date and is not changed while this Rider is in effect, determines, on each Valuation Day, when a transfer is required:

The formula begins by determining the value on that Valuation Day that, if appreciated at the applicable discount rate, would equal the Guarantee Amount at the end of the Guarantee Period. We call the greatest of these values the "current liability (L)".

$$L = \text{MAX} (L_i), \text{ where } L_i = G_i / (1 + d_i)^{(N_i/365)}.$$

Next the formula calculates the following formula ratio (r):

$$r = (L - B) / (V_V + V_F).$$

If the formula ratio exceeds an upper target value, then Account Value will be transferred to the bond portfolio Sub-account associated with the current liability subject to the 90% Cap Rule. If, at the time we make a transfer to the bond portfolio Sub-account associated with the current liability, there is Account Value allocated to a bond portfolio Sub-account not associated with the current liability, we will transfer all assets from that bond portfolio Sub-account to the bond portfolio Sub-account associated with the current liability.

**[HIGHEST DAILY GUARANTEED RETURN OPTION II] BENEFIT
SCHEDULE SUPPLEMENT (CONTINUED)**

TRANSFER CALCULATION FORMULA (Continued)

The formula will transfer assets into the Transfer Account if $r > C_u$ and if transfers have not been suspended due to the 90% Cap Rule. Assets in the elected Sub-accounts and Fixed Rate Options, if applicable, are transferred to the Transfer Account in accordance with the Transfer provisions of the Rider.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(\text{MAX}(0, (.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_i] / (1 - C_i))\}$$

If the formula ratio is less than a lower target value, and there are assets in the Transfer Account, then the formula will transfer assets out of the Transfer Account and into the elected Sub-accounts.

The formula will transfer assets out of the Transfer Account if $r < C_l$ and $B > 0$.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(B, - [L - B - (V_V + V_F) * C_i] / (1 - C_i))\}$$

If, following a transfer to the elected Sub-accounts, there are assets remaining in a bond portfolio Sub-account not associated with the current liability, we will transfer all assets from that bond portfolio Sub-account to the bond portfolio Sub-account associated with the current liability.

90% Cap Rule: If, on any Valuation Day this Rider remains in effect, a transfer into the Transfer Account occurs which results in 90% of the Account Value being allocated to the Transfer Account, any transfers into the Transfer Account will be suspended even if the formula would otherwise dictate that a transfer into the Transfer Account should occur. Transfers out of the Transfer Account and into the elected Sub-accounts will still be allowed. The suspension will be lifted once a transfer out of the Transfer Account occurs. Due to the performance of the Transfer Account and the elected Sub-Accounts, the Account Value could be more than 90% invested in the Transfer Account.]

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[ONE CORPORATE DRIVE, P.O. BOX 883
SHELTON, CONNECTICUT 06484]

[GUARANTEED RETURN OPTION PLUS II] BENEFIT RIDER

This Rider is made part of your Annuity. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control.

General: This Rider is designed to guarantee that your Account Value will not be less at the end of the Base Guarantee Period, the duration of which is shown in the Schedule Supplement, and every anniversary of that date, than it was on the Effective Date of this Rider. We refer to this as the "Base Guarantee." This Rider also provides you the option to step-up the guarantee amount under this Rider (the "Step-Up Guarantee"). The Step-Up Guarantee provides that your Account Value will not be less at the end of the Step-Up Guarantee Period, measured from the date of the most recent step-up of the Guarantee Amount (the "Step-Up Date"), and every anniversary of that date, than it was on the Step-Up Date.

Definitions: For purposes of this Rider, the following definitions apply:

Account Value: The definition of "Account Value" in your Annuity also includes the value of the Transfer Account and any Fixed Rate Option(s).

Base Guarantee Amount: This amount is established initially on the Effective Date, and is equal to your Account Value on that date. The Base Guarantee Amount is increased by any additional Net Purchase Payments, and reduced by any withdrawals from the Annuity. The manner in which Net Purchase Payments and withdrawals affect the Base Guarantee Amount is described below.

Base Guarantee Period: The period of time extending from the Effective Date, the duration of which is shown in the Schedule Supplement.

Benefit Year: A year beginning on the Effective Date and on each anniversary of the Effective Date.

Effective Date: The Effective Date of this Rider is shown in the Schedule Supplement.

Fixed Rate Option(s): An allocation option which we may make available that is credited a fixed rate of interest for a specified period of time and is to be supported by assets in our general account.

Guarantee Amount: An amount to which we compare your Account Value on each anniversary of the Effective Date following the end of the Base Guarantee Period. The Guarantee Amount is the greater of: (a) the Base Guarantee Amount, and (b) the current Step-Up Guarantee Amount, if any, provided it has been in effect for a period at least as long as the Step-Up Guarantee Period.

Net Purchase Payment: A Purchase Payment less any applicable charge for taxes. For purposes of this Rider, a Net Purchase Payment includes any Credit allocated to your Account Value in relation to such Net Purchase Payment.

Owner/Participant: The term "Owner" may be referred to as "Participant" in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

Step-Up Date: A date on which the Step-Up Guarantee Amount is initially set or subsequently stepped up.

Step-Up Guarantee Amount: The Step-up Guarantee Amount is your Account Value as of the most recent Step-Up Date, plus an amount equal to any Net Purchase Payments received after that Step-Up

Date, and less any withdrawals from the Annuity made after that Step-Up Date. The manner in which Net Purchase Payments and withdrawals affect the Step-Up Guarantee Amount is described below.

Step-Up Guarantee Period: The period of time extending from the most recent Step-Up Date, the duration of which is shown in the Schedule Supplement.

Transfer Account: Collectively, one or more Sub-accounts, each of which invests in a different bond portfolio ("bond portfolio Sub-account"). There is a separate bond portfolio Sub-account with a target year corresponding to the year in which the Base Guarantee and each Step-Up Guarantee, if any, matures ("Maturity of a Guarantee"). Account Value is transferred to and from the Transfer Account as determined by the Transfer Calculation Formula.

Transfer Calculation Formula: A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Schedule Supplement.

Other capitalized terms in this Rider are either defined in the Rider or in your Annuity.

How the Benefit Works: At the end of the Base Guarantee Period, we compare your Account Value to the Base Guarantee Amount. If your Account Value is then less than the Base Guarantee Amount, we increase your Account Value to equal the Base Guarantee Amount.

At the end of a Step-Up Guarantee Period, we compare your Account Value to the Step-Up Guarantee Amount then in effect. If your Account Value is then less than the Step-Up Guarantee Amount, we increase your Account Value to equal the Step-Up Guarantee Amount.

On each anniversary of the Effective Date following the end of the Base Guarantee Period we compare your Account Value to the Guarantee Amount. If your Account Value is then less than the Guarantee Amount, we increase your Account Value to equal the Guarantee Amount.

If we add an amount to your Account Value as a result of comparing your Account Value to the Base Guarantee Amount, Step-Up Guarantee Amount, or Guarantee Amount, as described in the preceding three paragraphs, we will allocate that amount, together with any assets allocated to the bond portfolio Sub-account associated with the Guarantee that is maturing, to the elected Sub-accounts. Allocation to the elected Sub-accounts will be in accordance with your most recent allocation instructions. The Transfer Calculation Formula will then determine whether any portion of the Account Value should be transferred to the Transfer Account.

Upon Maturity of a Guarantee if no increases to your Account Value are required pursuant to the terms of this Rider, any assets in the bond portfolio Sub-account associated with the Guarantee that is maturing will be transferred to the elected Sub-accounts on a pro-rata basis. If you are then participating in an asset allocation program for which we are providing administrative support, we will allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Subsequent to this transfer, the Transfer Calculation Formula will determine whether any portion of the Account Value should be transferred to the Transfer Account.

Step-Ups: You may elect to step-up the Step-up Guarantee Amount once each Benefit Year if your Account Value on that date is higher than each of the Base Guarantee Amount and the Step-Up Guarantee Amount, if any, then in effect. The Step-Up Guarantee Amount is "stepped up" to equal your Account Value on the Step-Up Date. Each step-up replaces the previous Step-Up Guarantee Amount. If you elect to step-up the Step-Up Guarantee Amount on an anniversary of the Effective Date, that step-up will not count toward the one elective step-up you may make each Benefit Year.

You may also elect to have us automatically “step-up” the Step-Up Guarantee Amount. An automatic step-up will occur on each anniversary of the Effective Date, provided your Account Value on that anniversary exceeds each of the Base Guarantee Amount and the current Step-up Guarantee Amount, if any, by an amount at least equal to the amount obtained by applying the Automatic Step-Up Percentage (shown in the Schedule Supplement) to the Base Guarantee Amount and the current Step-Up Guarantee Amount, respectively. Assuming that your Account Value on that anniversary exceeds each of those Amounts, then, the Step-Up Guarantee Amount is increased to equal your Account Value on the date of the automatic step-up. Any automatic step-up does not count toward the one elective step-up that you are allowed in accordance with the preceding paragraph. You must notify us if you wish to opt out of the automatic step-up feature in accordance with our procedures at the time of notification. Once you opt out of the automatic step-up feature, you will not participate in any future automatic step-up opportunities unless you re-elect the automatic step-up feature.

The Step-Up Guarantee Amount is increased by any Net Purchase Payments, and reduced by any withdrawals, made since the most recent Step-up Date, as described below. The Step-Up Guarantee Amount will not be stepped up if the Step-Up Guarantee Period applicable to the new Step-Up Guarantee Amount would extend beyond the latest Annuity Date applicable to the Annuity.

Stepping up the Step-Up Guarantee Amount has no impact on the Base Guarantee Amount. Election of a Step-up Guarantee, or replacing a previous Step-up Guarantee Amount, increases the likelihood that we will need to allocate more Account Value to the Transfer Account. Electing a Step-up Guarantee or canceling a Step-up Guarantee may result in an immediate transfer of any Account Value to or from the Transfer Account in accordance with the conditions set out below in the section titled “Transfers to and from the Transfer Account”. Electing a Step-up Guarantee or canceling a Step-up Guarantee has no impact on any Dollar-for-Dollar Limit as described below. You may cancel a Step-up Guarantee at any time.

Additional Purchase Payments: If your Annuity permits additional Purchase Payments, the Base Guarantee Amount is increased by the amount of additional Net Purchase Payments made since the most recent anniversary of the Effective Date. The current Step-Up Guarantee Amount, if any, is increased by Net Purchase Payments made since the most recent Step-Up Date. Increases in the Base Guarantee Amount and Step-Up Guarantee Amount will occur on the date on which the Net Purchase Payment is made.

Reductions in Base Guarantee Amount and Step-Up Guarantee Amount Due to Withdrawals: We will reduce the Base Guarantee Amount and the current Step-Up Guarantee Amount, if any, for withdrawals, including any applicable Contingent Deferred Sales Charges. These reductions may be subject to a “Dollar-for-Dollar Limit” as described below. The initial Dollar-for-Dollar Limit is determined by applying the Dollar-for-Dollar Percentage to the initial Base Guarantee Amount. The Dollar-for-Dollar Percentage is shown in the Schedule Supplement. If the Dollar-for-Dollar Percentage is zero, the Dollar-for-Dollar Limit is zero. The Dollar-for-Dollar Limit is impacted by withdrawals and subsequent Net Purchase Payments as described below in “Effects of Withdrawals and Net Purchase Payments on Dollar-for-Dollar Limit.”

We reduce the Base Guarantee Amount and the current Step-Up Guarantee Amount, if any by the exact amount of any withdrawals of Account Value, including any Contingent Deferred Sales Charges, that do not exceed the Dollar-for-Dollar Limit.

We proportionately reduce each Amount (the Base Guarantee Amount and the current Step-Up Guarantee Amount, if any) in relation to any withdrawals of Account Value that exceed the Dollar-for-Dollar Limit. If the Dollar-for-Dollar Limit is zero, all reductions are proportionate. We calculate the amount of each such reduction in relation to the entire amount of each withdrawal at the time it occurs, as follows: The Amount after a withdrawal equals the Amount immediately before the withdrawal less the sum of (a) and (b), where:

- (a) is the Remaining Dollar-for-Dollar Amount before withdrawals, which is defined below; and
- (b) is the result of multiplying (i) times (ii), where:
 - (i) is the Amount immediately before the withdrawal less the Remaining Dollar-for-Dollar Amount before the withdrawal; and

- (ii) is an adjustment factor of (A) divided by (B), where:
 - (A) is the current withdrawal amount less the Remaining Dollar-for-Dollar Amount immediately before the withdrawal; and
 - (B) is your Account Value immediately before the withdrawal less the Remaining Dollar-for-Dollar Amount immediately before the withdrawal.

The Remaining Dollar-for-Dollar Amount is the then-current Dollar-for-Dollar Limit before the withdrawal less cumulative withdrawals during that Benefit Year prior to the current withdrawal, but not less than zero.

Reductions to the Base Guarantee Amount and the Step-Up Guarantee Amount, if any, occur as of the date each withdrawal is made.

Effect of Withdrawals and Net Purchase Payments on Dollar-for-Dollar Limit: Any Dollar-for-Dollar Limit is reduced by withdrawals in excess of the Dollar-for-Dollar Limit during that Benefit Year in the same proportion that the Base Guarantee Amount and the current Step-Up Guarantee Amount, if any, are reduced by that excess withdrawal. Reductions to the Dollar-for-Dollar Limit will occur on the date on which the excess withdrawal is made.

Additional Purchase Payments increase the Dollar-for-Dollar Limit. The Dollar-for-Dollar Limit is increased by the amount resulting from applying the Dollar-for-Dollar Percentage to each additional Net Purchase Payment made since the most recent anniversary of the Effective Date. Increases in the Dollar-for-Dollar Limit will occur on the date on which the Net Purchase Payment is made.

Investment Limitations: While this Rider is in effect, your entire Account Value must be allocated to only those investment options we permit, except as required under the conditions set out in the "Transfers to and from the Transfer Account" section below. In addition, you may be required to maintain all or a portion of your Account Value invested in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited investment options, changing the extent to which Account Value may be allocated to an investment option, and changing required investment options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers allowed during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply only to new elections of the benefit, and will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. All transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

Transfer Account: We monitor the investment performance of your Account Value each Valuation Day to determine if we need to transfer any portion of your Account Value to or from the Transfer Account to maintain the Base Guarantee Amount or Step-Up Guarantee Amount. We only transfer Account Value to the Transfer Account, and we only maintain Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. At any given time, some, most, or none of your Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account. To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

Transfers to and from the Transfer Account: On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to compare your Account Value to an amount based on the Guarantees provided by this benefit. Based on the formula, a determination is made as to whether any portion of your Account Value is to be transferred to or from the Transfer Account. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing

administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. If prior to the transfer from the Transfer Account the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and in the event that the Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken on a last in first out basis from the elected Fixed Rate Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

Withdrawals: Any withdrawals from your Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected Fixed Rate Options and the Transfer Account.

Charge for the Rider: The charge is applied against the daily total value of each elected Sub-account and the Transfer Account to the extent to which the Account Value in your Annuity is allocated to each. The charge is assessed each day at the daily equivalent of the applicable rate until this Rider terminates. On the Effective Date, the charge is as shown in the Schedule Supplement. We cease to deduct a charge for the Rider once it terminates in accordance with the "Termination of Benefits" provision below.

Termination of Benefits: You may terminate this Rider at any time upon notification to us In Writing. Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- A. Elective Termination:** You may terminate this Rider at any time. Upon elective termination, we transfer any remaining Account Value from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Account Values in such Sub-accounts at that time. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. If upon elective termination the Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions.
- B. Termination due to Death:** This Rider terminates automatically as of the date the Annuity's death benefit becomes payable unless the Annuity is continued in accordance with the Annuity's spousal continuation provisions.
- C. Termination resulting from the start of Annuity Payments:** This Rider terminates automatically as of the date we transfer all Account Value in order to begin annuity payments, if annuity payments are to begin prior to the latest Annuity Date applicable to the Annuity. However, if annuity payments are scheduled to begin on the latest Annuity Date, this Rider will terminate on the anniversary of the Effective Date immediately prior to the latest Annuity Date. We may permit transfer of a portion of Account Value to start annuity payments if doing so does not result in adverse consequences to you under the Internal Revenue Code. In such a situation, this Rider does not terminate and the transfer of Account Value to fund the annuity payments has the same impact as a partial withdrawal.
- D. Termination upon Surrender:** This Rider terminates if you surrender your Annuity before the Annuity Date.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION



Secretary

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**[GUARANTEED RETURN OPTION PLUS II] BENEFIT
SCHEDULE SUPPLEMENT**

ANNUITY NUMBER: [001-0001]

EFFECTIVE DATE: [Issue Date of the Rider]

DURATION OF A BASE GUARANTEE PERIOD: [7 years]

DURATION OF A STEP-UP GUARANTEE PERIOD: [7 years]

AUTOMATIC STEP-UP PERCENTAGE: [7.0%]

DOLLAR-FOR-DOLLAR PERCENTAGE: [0.0%]

CHARGE FOR THE RIDER: [The daily equivalent of an annual rate of [0.60%] applied to the elected Sub-accounts and the Transfer Account]

TRANSFER ACCOUNT: [Collectively, one or more AST bond portfolio Sub-accounts.] If a bond portfolio Sub-account is discontinued, we will substitute a successor Sub-account, if there is one. Otherwise, we will substitute a comparable Sub-account. We will obtain any required regulatory approvals prior to substitution of the Sub-account.

BENCHMARK INDEX: [Barclays Capital Fixed Maturity Zero Coupon Swap Index]. If this Benchmark Index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise, we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.

BENCHMARK INDEX INTEREST RATE: [The interest rate that is set with reference to the Benchmark Index]

DISCOUNT RATE ADJUSTMENT: [2.5%]

DISCOUNT RATE MINIMUM: [

Month	Minimum	Month	Minimum	Month	Minimum
1	3.00%	9	2.33%	17	1.67%
2	2.92%	10	2.25%	18	1.58%
3	2.83%	11	2.17%	19	1.50%
4	2.75%	12	2.08%	20	1.42%
5	2.67%	13	2.00%	21	1.33%
6	2.58%	14	1.92%	22	1.25%
7	2.50%	15	1.83%	23	1.17%
8	2.42%	16	1.75%	24	1.08%
				25+	1.00%

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**[GUARANTEED RETURN OPTION PLUS II] BENEFIT
SCHEDULE SUPPLEMENT (CONTINUED)**

TRANSFER CALCULATION FORMULA

The following are the Terms and Definitions referenced in the Transfer Calculation Formula:

- AV is the current Account Value of the Annuity
- V_V is the current Account Value of the elected Sub-accounts of the Annuity
- V_F is the current Account Value of the elected Fixed Rate Options of the Annuity
- B is the total current value of the Transfer Account
- C_l is the lower target value; it is established on the Effective Date and is not changed for the life of the guarantee
- C_t is the middle target value; it is established on the Effective Date and is not changed for the life of the guarantee
- C_u is the upper target value; it is established on the Effective Date and is not changed for the life of the guarantee
- T is the amount of a transfer into or out of the Transfer Account

For both the Base Guarantee and Step-Up Guarantee, if any,

- G_i is the Base Guarantee Amount or the current Step-Up Guarantee Amount, respectively.
- N_i is the number of days until the end of the Base Guarantee Period or current Step-Up Guarantee Period, respectively.
- d_i is the discount rate associated with the number of days until the end of the Base Guarantee Period or the current Step-Up Guarantee Period, respectively. The discount rate is determined by taking the greater of the Benchmark Index Interest Rate less the Discount Rate Adjustment, and the Discount Rate Minimum. The applicable term that determines the Benchmark Index Interest Rate is the same as the number of days remaining until the end of the applicable Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used. The Discount Rate Minimum is determined based on the number of months since the Effective Date.

The formula, which is set on the Effective Date and is not changed while this Rider is in effect, determines, on each Valuation Day, when a transfer is required:

The formula begins by determining the value on that Valuation Day that, if appreciated at the applicable discount rate, would equal the guarantee amount at the end of the Base Guarantee Period or Step-Up Guarantee Period. We call the greatest of these values the "current liability (L)."

$$L = \text{MAX} (L_i), \text{ where } L_i = G_i / (1 + d_i)^{(N_i/365)}.$$

Next the formula calculates the following formula ratio (r):

$$r = (L - B) / (V_V + V_F).$$

**[GUARANTEED RETURN OPTION PLUS II] BENEFIT
SCHEDULE SUPPLEMENT (CONTINUED)**

TRANSFER CALCULATION FORMULA (Continued)

If the formula ratio exceeds an upper target value, then Account Value will be transferred to the bond portfolio Sub-account associated with the current liability, subject to the 90% Cap Rule. If, at the time we make a transfer to the bond portfolio Sub-account associated with the current liability, there is Account Value allocated to a bond portfolio Sub-account not associated with the current liability, we will transfer all assets from that bond portfolio Sub-account to the bond portfolio Sub-account associated with the current liability.

The formula will transfer assets into the Transfer Account if $r > C_u$ and if transfers have not been suspended due to the 90% Cap Rule. Assets in the elected Sub-accounts and Fixed Rate Options, if applicable, are transferred to the Transfer Account in accordance with the Transfer provisions of the Rider.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(\text{MAX}(0, (.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_t] / (1 - C_t))\}$$

If the formula ratio is less than a lower target value and there are assets in the Transfer Account, then the formula will transfer assets out of the Transfer Account and into the elected Sub-accounts.

The formula will transfer assets out of the Transfer Account if $r < C_l$ and $B > 0$.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(B, - [L - B - (V_V + V_F) * C_t] / (1 - C_t))\}$$

If, following a transfer to the elected Sub-accounts, there are assets remaining in a bond portfolio Sub-account not associated with the current liability, we will transfer all assets from that bond portfolio Sub-account to the bond portfolio Sub-account associated with the current liability.

90% Cap Rule: If, on any Valuation Day this Rider remains in effect, a transfer into the Transfer Account occurs which results in 90% of the Account Value being allocated to the Transfer Account, any transfers into the Transfer Account will be suspended even if the formula would otherwise dictate that a transfer into the Transfer Account should occur. Transfers out of the Transfer Account and into the elected Sub-accounts will still be allowed. The suspension will be lifted once a transfer out of the Transfer Account occurs. Due to the performance of the Transfer Account and the elected Sub-accounts, the Account Value could be more than 90% invested in the Transfer Account.]

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**[HIGHEST DAILY GUARANTEED RETURN OPTION] BENEFIT
SCHEDULE SUPPLEMENT**

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE: [Issue Date of the Rider]

EFFECTIVE DATE OF [90%] CAP RULE: [Issue Date of Schedule Supplement]

DURATION OF A GUARANTEE PERIOD: [10 years]

DOLLAR-FOR-DOLLAR PERCENTAGE: [5.0%]

CHARGE FOR THE RIDER: [The daily equivalent of an annual rate of [0.60%] applied to the elected Sub-accounts and the Transfer Account]

TRANSFER ACCOUNT: [Collectively, one or more AST bond portfolio Sub-accounts.] If a bond portfolio sub-account is discontinued, we will substitute a successor sub-account, if there is one. Otherwise, we will substitute a comparable sub-account. We will obtain any required regulatory approvals prior to substitution of the sub-account.

BENCHMARK INDEX: [Barclays Capital Fixed Maturity Zero Coupon Swap Index]. If this Benchmark Index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise, we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.

BENCHMARK INDEX INTEREST RATE: [The interest rate that is set with reference to the Benchmark Index.]

DISCOUNT RATE ADJUSTMENT: [2.5%]

DISCOUNT RATE MINIMUM:[

Month	Minimum	Month	Minimum
1	3.00%	13	2.00%
2	2.92%	14	1.92%
3	2.83%	15	1.83%
4	2.75%	16	1.75%
5	2.67%	17	1.67%
6	2.58%	18	1.58%
7	2.50%	19	1.50%
8	2.42%	20	1.42%
9	2.33%	21	1.33%
10	2.25%	22	1.25%
11	2.17%	23	1.17%
12	2.08%	24	1.08%
		25+	1.00%

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**HIGHEST DAILY GUARANTEED RETURN OPTION BENEFIT
SCHEDULE SUPPLEMENT (CONTINUED)**

TRANSFER CALCULATION FORMULA

The following are the Terms and Definitions referenced in the Transfer Calculation

Formula:

- AV is the current Account Value of the Annuity
- V is the current Account Value of the elected Sub-accounts of the Annuity
- B is the total current value of the Transfer Account
- C_l is the lower target value; it is established on the Effective Date and is not changed for the life of the guarantee
- C_t is the middle target value; it is established on the Effective Date and is not changed for the life of the guarantee
- C_u is the upper target value; it is established on the Effective Date and is not changed for the life of the guarantee
- T is the amount of a transfer into or out of the Transfer Account

For each Guarantee Amount:

- G_i is the Guarantee Amount
- N_i is the number of days until the end of the Guarantee Period
- d_i is the discount rate associated with the number of days until the end of a Guarantee Period. The discount rate is determined by taking the greater of the Benchmark Index Interest Rate less the Discount Rate Adjustment, and the Discount Rate Minimum. The applicable term of the Benchmark Index Interest Rate is the same as the number of days remaining until the end of the Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used. The Discount Rate Minimum is determined based on the number of months since the Effective Date.

Transfer Calculation

The formula, which is set on the Effective Date of the 90% Cap Rule as shown in this Schedule Supplement and is not changed while the Rider is in effect, determines, on each Valuation Day, when a transfer is required.

On the Effective Date of the 90% Cap Rule (and only on this date), the following asset transfer calculation is performed to determine the amount of Account Value allocated to the Transfer Account:

$$\text{If } (B / (V + B) > .90), \text{ then} \\ T = B - [(V + B) * .90]$$

If T as described above is greater than \$0, then that amount ("T") is transferred from the Transfer Account to the elected Sub-accounts and no additional transfer calculations are performed on the Effective Date of the 90% Cap Rule. Any transfers into the Transfer Account are suspended. The suspension will be lifted once a transfer out of the Transfer Account occurs.

On each Valuation Date thereafter (including the Effective Date of the 90% Cap Rule, provided $(B / (V + B) \leq .90)$, the formula begins by determining the value on that Valuation Day that, if appreciated at the applicable discount rate, would equal the Guarantee Amount at the end of the Guarantee Period. We call the greatest of these values the "current liability (L)."

$$L = \text{MAX}(L_i), \text{ where } L_i = G_i / (1 + d_i)^{(N_i/365)}$$

**HIGHEST DAILY GUARANTEED RETURN OPTION BENEFIT
SCHEDULE SUPPLEMENT (CONTINUED)**

TRANSFER CALCULATION FORMULA (Continued)

Next the formula calculates the following formula ratio (r):

$$r = (L - B) / V.$$

If the formula ratio exceeds an upper target value, then, subject to the 90% Cap Rule, Account Value will be transferred to the bond fund Sub-account associated with the current liability. If, at the time we make a transfer to the bond fund Sub-account associated with the current liability, there is Account Value allocated to a bond fund Sub-account not associated with the current liability, we will transfer all assets from that bond fund Sub-account to the bond fund Sub-account associated with the current liability.

The formula will transfer assets into the Transfer Account if $r > C_u$, subject to the 90% Cap Rule.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(\text{MAX}(0, (.90 * (V + B)) - B), [L - B - V * C_i] / (1 - C_i))\}$$

If the formula ratio is less than a lower target value and there are assets in the Transfer Account, then the formula will transfer assets out of the Transfer Account into the elected Sub-accounts.

The formula will transfer assets out of the Transfer Account if $r < C_l$ and $B > 0$.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(B, - [L - B - V * C_i] / (1 - C_i))\}$$

If following a transfer to the elected Sub-accounts, there are assets remaining in a bond fund Sub-account not associated with the current liability, we will transfer all assets from that bond fund Sub-account to the bond fund Sub-account associated with the current liability.

At any given time, some, most, or none of the Account Value may be allocated to the Transfer Account under the Transfer Calculation formula.

90% Cap Rule: If, on any Valuation Day, on and after the Effective Date of the 90% Cap Rule, a transfer into the Transfer Account occurs which results in 90% of the Account Value being allocated to the Transfer Account, any transfers into the Transfer Account will be suspended even if the formula would otherwise dictate that a transfer into the Transfer Account should occur. Transfers out of the Transfer Account and into the elected Sub-accounts will still be allowed. The suspension will be lifted once a transfer out of the Transfer Account occurs. Due to the performance of the Transfer Account and the elected Sub-Accounts, the Account Value could be more than 90% invested in the Transfer Account.]

**[PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION
(A Prudential Financial Company)
ONE CORPORATE DRIVE, P.O. BOX 883
SHELTON, CONNECTICUT 06484]**

**[GUARANTEED RETURN OPTION PLUS] BENEFIT
SCHEDULE SUPPLEMENT**

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE: [Issue Date of the Rider]

EFFECTIVE DATE OF [90%] CAP RULE: [Issue Date of Schedule Supplement]

DURATION OF A BASE GUARANTEE PERIOD: [7 years]

DURATION OF A STEP-UP GUARANTEE PERIOD: [7 years]

AUTOMATIC STEP-UP PERCENTAGE: [7.0%]

DOLLAR-FOR-DOLLAR PERCENTAGE: [5.0%]

CHARGE FOR THE RIDER: [The daily equivalent of an annual rate of [0.60%] applied to the elected Sub-accounts and the Transfer Account]

TRANSFER ACCOUNT: [Collectively, one or more AST bond portfolio Sub-accounts.] If a bond portfolio sub-account is discontinued, we will substitute a successor sub-account, if there is one. Otherwise, we will substitute a comparable sub-account. We will obtain any required regulatory approvals prior to substitution of the sub-account.

BENCHMARK INDEX: [Barclays Capital Fixed Maturity Zero Coupon Swap Index]. If this Benchmark Index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise, we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.

BENCHMARK INDEX INTEREST RATE: [The interest rate that is set with reference to the Benchmark Index]

DISCOUNT RATE ADJUSTMENT: [2.5%]

DISCOUNT RATE MINIMUM: [

Month	Minimum	Month	Minimum	Month	Minimum
1	3.00%	9	2.33%	17	1.67%
2	2.92%	10	2.25%	18	1.58%
3	2.83%	11	2.17%	19	1.50%
4	2.75%	12	2.08%	20	1.42%
5	2.67%	13	2.00%	21	1.33%
6	2.58%	14	1.92%	22	1.25%
7	2.50%	15	1.83%	23	1.17%
8	2.42%	16	1.75%	24	1.08%
				25+	1.00%

]

**[GUARANTEED RETURN OPTION PLUS] BENEFIT
SCHEDULE SUPPLEMENT (CONTINUED)**

TRANSFER CALCULATION FORMULA

The following are the Terms and Definitions referenced in the Transfer Calculation Formula:

- AV is the current Account Value of the Annuity
- V is the current Account Value of the elected Sub-accounts of the Annuity
- B is the total current value of the Transfer Account
- C_l is the lower target value; it is established on the Effective Date and is not changed for the life of the guarantee
- C_t is the middle target value; it is established on the Effective Date and is not changed for the life of the guarantee
- C_u is the upper target value; it is established on the Effective Date and is not changed for the life of the guarantee
- T is the amount of a transfer into or out of the Transfer Account

For both the Base Guarantee and Step-Up Guarantee, if any,

- G_i is the Base Guarantee Amount or the current Step-Up Guarantee Amount, respectively.
- N_i is the number of days until the end of the Base Guarantee Period or current Step-Up Guarantee Period, respectively.
- d_i is the discount rate associated with the number of days until the end of the Base Guarantee Period or the current Step-Up Guarantee Period, respectively. The discount rate is determined by taking the greater of the Benchmark Index Interest Rate less the Discount Rate Adjustment, and the Discount Rate Minimum. The applicable term that determines the Benchmark Index Interest Rate is the same as the number of days remaining until the end of the applicable Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used. The Discount Rate Minimum is determined based on the number of months since the Effective Date.

Transfer Calculation

The formula, which is set on the Effective Date of the 90% Cap Rule as shown in this Schedule Supplement and is not changed while the Rider is in effect, determines, on each Valuation Day, when a transfer is required.

On the Effective Date of the 90% Cap Rule (and only on this date), the following asset transfer calculation is performed to determine the amount of Account Value allocated to the Transfer Account:

$$\text{If } (B / (V + B) > .90), \text{ then} \\ T = B - [(V + B) * .90]$$

If T as described above is greater than \$0, then that amount ("T") is transferred from the Transfer Account to the elected Sub-Accounts and no additional transfer calculations are performed on the Effective Date of the 90% Cap Rule. Any transfers into the Transfer Account are suspended. The suspension will be lifted once a transfer out of the Transfer Account occurs.

On each Valuation Date thereafter (including the Effective Date of the 90% Cap Rule, provided $(B / (V + B) \leq .90)$, the formula begins by determining the value on that Valuation Day that, if appreciated at the applicable discount rate, would equal the Guarantee Amount at the end of the Base Guarantee Period or Step-Up Guarantee Period. We call the greatest of these values the "current liability (L)."

$$L = \text{MAX}(L_i), \text{ where } L_i = G_i / (1 + d_i)^{(N_i/365)}$$

**[GUARANTEED RETURN OPTION PLUS] BENEFIT
SCHEDULE SUPPLEMENT (CONTINUED)**

TRANSFER CALCULATION FORMULA (Continued)

Next the formula calculates the following formula ratio (r):

$$r = (L - B) / V.$$

If the formula ratio exceeds an upper target value, then, subject to the 90% Cap Rule, Account Value will be transferred to the bond fund Sub-account associated with the current liability. If, at the time we make a transfer to the bond fund Sub-account associated with the current liability, there is Account Value allocated to a bond fund Sub-account not associated with the current liability, we will transfer all assets from that bond fund Sub-account to the bond fund Sub-account associated with the current liability.

The formula will transfer assets into the Transfer Account if $r > C_u$ subject to the 90% Cap Rule.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(\text{MAX}(0, (.90 * (V + B)) - B), [L - B - V * C_u] / (1 - C_u))\}$$

If the formula ratio is less than a lower target value and there are assets in the Transfer Account, then the formula will transfer assets out of the Transfer Account into the elected Sub-accounts.

The formula will transfer assets out of the Transfer Account if $r < C_l$ and $B > 0$.

The transfer amount is calculated by the following formula:

$$T = \{\text{Min}(B, -[L - B - V * C_l] / (1 - C_l))\}$$

If following a transfer to the elected Sub-accounts, there are assets remaining in a bond fund Sub-account not associated with the current liability, we will transfer all assets from that bond fund Sub-account to the bond fund Sub-account associated with the current liability.

At any given time, some, most, or none of the Account Value may be allocated to the Transfer Account under the Transfer Calculation formula.

90% Cap Rule: If, on any Valuation Day on and after the Effective Date of the 90% Cap Rule, a transfer into the Transfer Account occurs which results in 90% of the Account Value being allocated to the Transfer Account, any transfers into the Transfer Account will be suspended even if the formula would otherwise dictate that a transfer into the Transfer Account should occur. Transfers out of the Transfer Account and into the elected Sub-accounts will still be allowed. The suspension will be lifted once a transfer out of the Transfer Account occurs. Due to the performance of the Transfer Account and the elected Sub-Accounts, the Account Value could be more than 90% invested in the Transfer Account.]

SERFF Tracking Number: PRUD-126233640 State: Arkansas
 Filing Company: Prudential Annuities Life Assurance Corporation State Tracking Number: 42959
 Company Tracking Number: GRO/HDGRO/CAP-PALAC
 TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium
 Product Name: GRO/HDGRO/CAP-PALAC
 Project Name/Number: GRO/HDGRO/CAP-PALAC/GRO/HDGRO/CAP-PALAC

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Prudential Annuities believes that federal law exempts these forms from any "Flesch score" or readability requirements in your statutes or regulations.		

Comments:

	Item Status:	Status Date:
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Bypassed - Item: Application		
Bypass Reason: Not a new policy filing - N/A		

Comments:

	Item Status:	Status Date:
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Satisfied - Item: Statement of Variability		
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Comments:

Attachments:

HDGRO II_11-09_ VarMem _generic_.pdf
 GRO Plus II _11-09_ VarMem _generic_.pdf
 GRO Plus Cap VarMem _generic_.pdf
 HDGRO Cap VarMem _generic_.pdf

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

**STATEMENT OF VARIABLE MATERIAL FOR
HIGHEST DAILY GUARANTEED RETURN OPTION II BENEFIT
SCHEDULE SUPPLEMENT SCH-HDGRO(11/09)**

Brackets in the referenced Schedule Supplement designate any variable material. There are two types of variations: those that vary by purchaser and those items that vary by class of purchaser. For any designated class of purchaser the values shown within brackets in the referenced Schedule Supplement will not be applied in a discriminatory manner.

Currently, for marketing purposes, the benefit is referenced as the "Highest Daily Guaranteed Return Option II Benefit." We may change the marketing name to accommodate future business needs or if we enter into a proprietary or private placement arrangement.

The current Company name and address are as indicated in the referenced annuity forms. They are subject to change over time.

From time to time we may use administrative codes/information for recordkeeping purposes. If we do, such information will appear on the bottom right hand side of the form, one line below the state filed annuity form number or in the upper right side of the form above the Company name. We consider any administrative information to not be part of the filed annuity form. We reserve the right to include, delete, or change administrative information.

VARIATIONS BY PURCHASER:

Annuity Number	This is the number assigned to the Annuity by us for record keeping purposes.
Effective Date	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.

VARIATIONS BY CLASS OF PURCHASER: The following items may vary based on any decisions affecting new business or specific classes of purchasers. Minimum and maximum value ranges that may be used are indicated.

Duration of a Guarantee Period	Currently the Duration of a Base Guarantee Period is 10 years. In the future we may use a duration ranging between 1 year and 15 years.
Dollar-For-Dollar Percentage	Currently the Dollar-for-Dollar Percentage is 0% per year. In the future we may use a Dollar-for-Dollar Percentage ranging between 0% and 10%.
Charge for the Rider	Currently the charge for this benefit is assessed daily at the equivalent of an annual rate of 0.60% of the daily Account Value attributed to, and maintained for, each Sub-account elected by the purchaser and the Transfer Account. In the future we may vary the charge, using a range of 0% to 1.50%.
Transfer Account	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is collectively, one or more AST bond portfolio Sub-account. If this Sub-account is discontinued, we will substitute a successor Sub-account, if there is one. Otherwise, we will substitute a comparable Sub-account. We will obtain any required regulatory approvals prior to substitution of the Sub-account.

Benchmark Index	Initially we will use the Barclays Capital Fixed Maturity Zero Coupon Swap Index. Once selected, we will not change the benchmark index. However, if the benchmark index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.
Benchmark Index Interest Rate	This item is determined using the Benchmark Index and the number of days remaining until the end of the Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used.
Discount Rate Adjustment	This is the adjustment we will apply to the Benchmark Index Interest Rate to obtain the discount rate referenced in the Transfer Calculation Formula. The range for the Discount Rate Adjustment is 1.00% to 4.00%.
Discount Rate Minimum	This item represents the floor for the discount rate referenced in the Transfer Calculation Formula. Initially the range for the Discount Rate Minimum is 3% down to 1%, with a monthly linear reduction over a 25 month period. In the future, this item may vary with a rate of 0.50% to 4.00% over a duration ranging from 0 to 48 months.
Transfer Calculation Formula	We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.
90% Cap Rule:	Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the Cap may range from 50% to 100%.

**PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION
STATEMENT OF VARIABLE MATERIAL FOR
GUARANTEED RETURN OPTION PLUS II BENEFIT
SCHEDULE SUPPLEMENT SCH-GRO(11/09)**

Brackets in the referenced Schedule Supplement designate any variable material. There are two types of variations: those that vary by purchaser and those items that vary by class of purchaser. For any designated class of purchaser the values shown within brackets in the referenced Schedule Supplement will not be applied in a discriminatory manner.

Currently, for marketing purposes, the benefit is referenced as the "Guaranteed Return Option Plus II Benefit." We may change the marketing name to accommodate future business needs or if we enter into a proprietary or private placement arrangement.

The current Company name and address are as indicated in the referenced annuity forms. They are subject to change over time.

From time to time we may use administrative codes/information for recordkeeping purposes. If we do, such information will appear on the bottom right hand side of the form, one line below the state filed annuity form number or in the upper right side of the form above the Company name. We consider any administrative information to not be part of the filed annuity form. We reserve the right to include, delete, or change administrative information.

VARIATIONS BY PURCHASER:

Annuity Number	This is the number assigned to the Annuity by us for record keeping purposes.
Effective Date	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.

VARIATIONS BY CLASS OF PURCHASER: The following items may vary based on any decisions affecting new business or specific classes of purchasers. Minimum and maximum value ranges that may be used are indicated.

Duration of a Base Guarantee Period	Currently the Duration of a Base Guarantee Period is 7 years. In the future we may use a duration ranging between 1 year and 10 years.
Duration of a Step-Up Guarantee Period	Currently the Duration of a Step-Up Guarantee Period is 7 years. In the future we may use a duration ranging between 1 year and 10 years.
Automatic Step-Up Percentage	Currently the Automatic Step-up Percentage is 7%. In the future we may use a percentage ranging between 5% and 10%.
Dollar-For-Dollar Percentage	Currently the Dollar-for-Dollar Percentage is 0% per year. In the future we may use a Dollar-for-Dollar Percentage ranging between 0% and 10%.
Charge for the Rider	Currently the charge for this benefit is assessed daily at the equivalent of an annual rate of 0.60% of the daily Account Value attributed to, and maintained for, each Sub-account elected by the purchaser and the Transfer Account. In the future we may vary the charge, using a range of 0% to 1.50%.

Transfer Account	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is Collectively one or more AST bond portfolio Sub-accounts. If a bond portfolio Sub-account is discontinued, we will substitute a successor Sub-account, if there is one. Otherwise, we will substitute a comparable Sub-account. We will obtain any required regulatory approvals prior to substitution of the Sub-account.
Benchmark Index	Initially we will use the Barclays Capital Fixed Maturity Zero Coupon Swap Index. Once selected, we will not change the benchmark index. However, if the benchmark index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.
Benchmark Index Interest Rate	This item is determined using the Benchmark Index and the number of days remaining until the end of the applicable Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used.
Discount Rate Adjustment	This is the adjustment we will apply to the Benchmark Index Interest Rate to obtain the discount rate referenced in the Transfer Calculation Formula. The range for the Discount Rate Adjustment is 1.00% to 4.00%.
Discount Rate Minimum	This item represents the floor for the discount rate referenced in the Transfer Calculation Formula. It is determined based on the number of months since the Effective Date. Initially the range for the Discount Rate Minimum is 3% down to 1%, based on a monthly linear reduction over a 25 month period. In the future, the item may vary with a range of 0.50% to 4.00% over a duration ranging from 0 to 48 months.
Transfer Calculation Formula	We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.
90% Cap Rule:	Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the Cap may range from 50% to 100%.

**PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION
STATEMENT OF VARIABLE MATERIAL FOR
GUARANTEED RETURN OPTION PLUS BENEFIT
SCHEDULE SUPPLEMENT SCH-GROCAP(11/09)**

Brackets in the referenced Schedule Supplement designate any variable material. There are two types of variations: those that vary by purchaser and those items that vary by class of purchaser. For any designated class of purchaser the values shown within brackets in the referenced Schedule Supplement will not be applied in a discriminatory manner.

Currently, for marketing purposes, the benefit is referenced as the “Guaranteed Return Option Plus Benefit.” We may change the marketing name to accommodate future business needs or if we enter into a proprietary or private placement arrangement.

The current Company name and address are as indicated in the referenced annuity forms. They are subject to change over time.

From time to time we may use administrative codes/information for recordkeeping purposes. If we do, such information will appear on the bottom right hand side of the form, one line below the state filed annuity form number or in the upper right side of the form above the Company name. We consider any administrative information to not be part of the filed annuity form. We reserve the right to include, delete, or change administrative information.

VARIATIONS BY PURCHASER:

Annuity Number	This is the number assigned to the Annuity by us for record keeping purposes.
Effective Date	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
Effective Date of the 90% Cap Rule	This date will illustrate the date that the 90% Cap Rule is elected by the applicant. It may be the Effective Date, if this benefit is elected at the time the Rider is purchased, or a subsequent date, if this benefit is elected post-issue.

VARIATIONS BY CLASS OF PURCHASER: The following items may vary based on any decisions affecting new business or specific classes of purchasers. Minimum and maximum value ranges that may be used are indicated.

Duration of a Base Guarantee Period	Currently the Duration of a Base Guarantee Period is 7 years. In the future we may use a duration ranging between 1 year and 10 years.
Duration of a Step-Up Guarantee Period	Currently the Duration of a Step-Up Guarantee Period is 7 years. In the future we may use a duration ranging between 1 year and 10 years.
Automatic Step-Up Percentage	Currently the Automatic Step-up Percentage is 7%. In the future we may use a percentage ranging between 5% and 10%.
Dollar-For-Dollar Percentage	Currently the Dollar-for-Dollar Percentage is 5% per year. In the future we may use a Dollar-for-Dollar Percentage ranging between 0% and 10%.
Charge for the Rider	Currently the charge for this benefit is assessed daily at the equivalent of an annual rate of 0.60% of the daily Account Value attributed to, and maintained for, each Sub-account elected by the purchaser and the Transfer Account. In the future we may vary the charge, using a range of 0% to 0.75%.

Transfer Account	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is Collectively one or more AST bond portfolio Sub-accounts. If a bond portfolio Sub-account is discontinued, we will substitute a successor Sub-account, if there is one. Otherwise, we will substitute a comparable Sub-account. We will obtain any required regulatory approvals prior to substitution of the Sub-account.
Benchmark Index	Initially we will use the Barclays Capital Fixed Maturity Zero Coupon Swap Index. Once selected, we will not change the benchmark index. However, if the benchmark index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.
Benchmark Index Interest Rate	This item is determined using the Benchmark Index and the number of days remaining until the end of the applicable Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used.
Discount Rate Adjustment	This is the adjustment we will apply to the Benchmark Index Interest Rate to obtain the discount rate referenced in the Transfer Calculation Formula. The range for the Discount Rate Adjustment is 1.00% to 4.00%.
Discount Rate Minimum	This item represents the floor for the discount rate referenced in the Transfer Calculation Formula. It is determined based on the number of months since the Effective Date. Initially the range for the Discount Rate Minimum is 3% down to 1%, based on a monthly linear reduction over a 25 month period. In the future, the item may vary with a range of 0.50% to 4.00% over a duration ranging from 0 to 48 months.
Transfer Calculation Formula	We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.
90% Cap Rule:	Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the Cap may range from 50% to 100%.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

**STATEMENT OF VARIABLE MATERIAL FOR
HIGHEST DAILY GUARANTEED RETURN OPTION BENEFIT
SCHEDULE SUPPLEMENT SCH-HDGROCAP(11/09)**

Brackets in the referenced Schedule Supplement designate any variable material. There are two types of variations: those that vary by purchaser and those items that vary by class of purchaser. For any designated class of purchaser the values shown within brackets in the referenced Schedule Supplement will not be applied in a discriminatory manner.

Currently, for marketing purposes, the benefit is referenced as the "Highest Daily Guaranteed Return Option Benefit." We may change the marketing name to accommodate future business needs or if we enter into a proprietary or private placement arrangement.

The current Company name and address are as indicated in the referenced annuity forms. They are subject to change over time.

From time to time we may use administrative codes/information for recordkeeping purposes. If we do, such information will appear on the bottom right hand side of the form, one line below the state filed annuity form number or in the upper right side of the form above the Company name. We consider any administrative information to not be part of the filed annuity form. We reserve the right to include, delete, or change administrative information.

VARIATIONS BY PURCHASER:

Annuity Number	This is the number assigned to the Annuity by us for record keeping purposes.
Effective Date	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
Effective Date of the 90% Cap Rule	This date will illustrate the date that the 90% Cap Rule is elected by the applicant. It may be the Effective Date, if this benefit is elected at the time the Rider is purchased, or a subsequent date, if this benefit is elected post-issue.

VARIATIONS BY CLASS OF PURCHASER: The following items may vary based on any decisions affecting new business or specific classes of purchasers. Minimum and maximum value ranges that may be used are indicated.

Duration of a Guarantee Period	Currently the Duration of a Base Guarantee Period is 10 years. In the future we may use a duration ranging between 1 year and 15 years.
Dollar-For-Dollar Percentage	Currently the Dollar-for-Dollar Percentage is 5% per year. In the future we may use a Dollar-for-Dollar Percentage ranging between 0% and 10%.
Charge for the Rider	Currently the charge for this benefit is assessed daily at the equivalent of an annual rate of 0.60% of the daily Account Value attributed to, and maintained for, each Sub-account elected by the purchaser and the Transfer Account. In the future we may vary the charge, using a range of 0% to 0.75%.
Transfer Account	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is Collectively, one or more AST bond portfolio Sub-account. If this Sub-account is discontinued, we will substitute a successor Sub-account, if there is one. Otherwise, we will substitute a comparable Sub-account. We will obtain any required regulatory approvals prior to substitution of the Sub-account.

Benchmark Index	Initially we will use the Barclays Capital Fixed Maturity Zero Coupon Swap Index. Once selected, we will not change the benchmark index. However, if the benchmark index is discontinued, we will substitute a successor benchmark index, if there is one. Otherwise we will substitute a comparable benchmark index. We will obtain any required regulatory approvals prior to substitution of the benchmark index.
Benchmark Index Interest Rate	This item is determined using the Benchmark Index and the number of days remaining until the end of the Guarantee Period. If no Benchmark Index Interest Rate is available for such term, the nearest available term will be used.
Discount Rate Adjustment	This is the adjustment we will apply to the Benchmark Index Interest Rate to obtain the discount rate referenced in the Transfer Calculation Formula. The range for the Discount Rate Adjustment is 1.00% to 4.00%.
Discount Rate Minimum	This item represents the floor for the discount rate referenced in the Transfer Calculation Formula. Initially the range for the Discount Rate Minimum is 3% down to 1%, with a monthly linear reduction over a 25 month period. In the future, this item may vary with a rate of 0.50% to 4.00% over a duration ranging from 0 to 48 months.
Transfer Calculation Formula	We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.
90% Cap Rule:	Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the Cap may range from 50% to 100%.