

SERFF Tracking Number: PRUD-126219235 State: Arkansas
Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 45231
Company Tracking Number: PRGA-GA-2020-IA-0805-41312-LK-AR
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: GA-2020-IA-0805-41312
Project Name/Number: GA-2020-IA-0805-41312/GA-2020-IA-0805-41312

Filing at a Glance

Company: Prudential Retirement Insurance and Annuity Company

Product Name: GA-2020-IA-0805-41312 SERFF Tr Num: PRUD-126219235 State: Arkansas
TOI: A02G Group Annuities - Deferred Non-variable SERFF Status: Closed-Approved- Closed State Tr Num: 45231
Sub-TOI: A02G.002 Flexible Premium Co Tr Num: PRGA-GA-2020-IA-0805-41312-LK-AR State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Dan Arcure, Mary Figured, Loretta Forsythe, Jessica Frazier, Ann Jadro, Laurie Kaszuba, Lois Kelly, Kelli Gaughan, Corinne Trichilo, James Malloy, Samantha Michaud, Suzi Roe, Jessica Roman, Lynn Vega, Laurie Alapick
Disposition Date: 03/24/2010
Date Submitted: 03/23/2010 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GA-2020-IA-0805-41312
Project Number: GA-2020-IA-0805-41312
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 03/24/2010

Deemer Date:
Submitted By: Laurie Kaszuba

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: Domiciliary approval is not required
Market Type: Group
Group Market Size: Small and Large
Group Market Type: Employer, Trust
Explanation for Other Group Market Type:
State Status Changed: 03/24/2010
Created By: Laurie Kaszuba
Corresponding Filing Tracking Number: GA-2020-IA-0805-41312

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Filing Description:

Enclosed for your review and approval are the following forms; GA-2020-IA-0805-41312 and GA-2020-GIF-FS-0805-41312. These are the final versions of the forms that will be issued to a defined contribution plan that is qualified under Section 401(a) of the Internal Revenue Code. These Forms are new and do not replace any form previously submitted to the Department.

The contract and investment addenda are substantially similar to GA-2020-IA-0805 and GA-2020-GIF-FS-0805. They were approved for general use by your Department on September 21, 2005, except for language changes negotiated by the client. The application is the standard GA-2020 APP form approved by your Department on March 18, 2004 for general use with GA-2020-IA.

The material enclosed in brackets on this Form is variable, subject to change as described in the enclosed Memorandum of Variability.

This Form when issued may vary in format and company logo.

Company and Contact

Filing Contact Information

Daniel T. Arcure, Second Vice President Daniel.Arcure@Prudential.com
 Prudential 570-341-6182 [Phone]
 30 Scranton Office Park 570-340-4639 [FAX]
 Scranton, PA 18507-1789

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/24/2010	03/24/2010

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Disposition

Disposition Date: 03/24/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Redlined Version of GA-2020-IA-0805		Yes
Supporting Document	Redlined Version of the GA-2020-GIF-FS-0805		Yes
Supporting Document	Memorandum of Variability		Yes
Form	Group Annuity Contract Form		Yes
Form	Group Annuity Investment Addendum		Yes

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Form Schedule

Lead Form Number: GA-2020-IA-0805-41312

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GA-2020-IA-0805-41312	Policy/Cont Group Annuity Contract/Fraternal Certificate	Initial			GA-2020-IA-0805-41312.pdf
	GA-2020-GIF-FS-0805-41312	Policy/Cont Group Annuity Contract/Fraternal Investment Addendum Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			GA-2020-GIF-FS-0805-41312.pdf

INVESTMENT AGREEMENT

issued by

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

INVESTMENT AGREEMENT NUMBER: GA-41312

ISSUED TO: ^A[DENSO Manufacturing Arkansas, Inc.]

EFFECTIVE DATE: ^A [February 10, 2009]

ISSUE DATE: ^A [February 10, 2009]

This Agreement is a group annuity contract that funds benefits for plans qualified under section 401(a) of the Internal Revenue Code and is designed to comply with state insurance department standards. Annuities are available subject to the terms of each plan. However, this Agreement does not require the purchase of annuities.

Prudential Retirement Insurance and Annuity Company (“PRIAC”) will accept Deposits of Plan assets and pay Benefits under the terms of this Agreement. The entire Agreement consists of the Application and the provisions of this Agreement. PRIAC issues this Agreement in consideration of the Application and the payment of Deposits provided for under this Agreement.

Payments and values that are based on the investment experience of a separate account (other than a guaranteed separate account) are variable and are not guaranteed. The operation of each separate account is described in this Agreement.

In Witness Whereof, PRIAC has executed this Agreement on the Issue Date, to take effect on the Effective Date.

^A [

President

]

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Expense Schedule

Following Base Agreement:

Guaranteed Income Fund Investment Addendum

Universal Separate Account E Investment Addendum

Application]

SECTION 1 - DEPOSITS

- 1.1 **CONTRIBUTIONS.** Subject to the terms of the Plan, the Investor (“You”) will deposit Contributions that are directed for investment under this Agreement. You may reduce the amount of Contributions by Plan distributions to Participants for any contribution period.
- 1.2 **MINIMUM CONTRIBUTIONS.** PRIAC (“We”, “Our” or “Us”) may require a minimum amount of Contributions for investment under this Agreement, in any one Plan year, equal to \$35,000.
- 1.3 **TRANSFERRED ASSETS.** You will deposit amounts contributed under the terms of the Plan prior to the Effective Date of this Agreement that are directed for investment under this Agreement.

Subject to the terms of the Plan and as permitted by the Code, and subject to Our agreement to accept such transfers, You will deposit amounts transferred from other plans that are directed for investment under this Agreement. For purposes of this section, “plans” shall include any "eligible retirement plan" as defined in Code section 402(c)(8).

- 1.4 **TIMING OF CONTRIBUTIONS AND TRANSFERRED ASSETS.** You will deposit Contributions and Transferred Assets within thirty-one (31) days of the date specified in the Plan. However, We will allow a grace period of thirty-one (31) days or, if less, the time required by law for Contributions. You and the contributing employers will ensure that all Contributions due under the Plan are made within the time required by law.
- 1.5 **ROLLOVERS.** Subject to the terms of the Plan and as permitted by the Code, and subject to Our agreement to accept such rollovers, You will deposit rollover amounts from other plans that are directed for investment under this Agreement. For purposes of this section, “plans” shall include any "eligible retirement plan" as defined in Code section 402(c)(8).
- 1.6 **ACCEPTANCE OF DEPOSITS.** We will only accept Deposits specified in the preceding paragraphs.
- 1.7 **ALLOCATION DATE FOR DEPOSITS.** We will allocate Deposits as of the valuation date coinciding with or next following the date We receive the Deposits. The applicable Investment Addendum specifies the valuation date.

SECTION 2 - TRANSFERS BETWEEN PLAN INVESTMENT OPTIONS

- 2.1 TRANSFERS. Subject to the terms of the Plan, Participants may direct Transfers between Plan investment vehicles, including any investment vehicle described in an Investment Addendum under this Agreement. We will apply any limitations described in the Base Agreement or in the applicable Investment Addendum under this Agreement to these Transfers. Participants must independently choose to make Transfers between Plan investment options, free from corporate or trustee suggestion or persuasion.
- 2.2 ALLOCATION DATE FOR TRANSFERS. We will allocate Transfers between investment vehicles as of the valuation date coinciding with or next following the later of
- (A) the date We receive instructions from You or a Participant regarding the Transfer, or
 - (B) the effective date of the Transfer.

The applicable Investment Addendum specifies the valuation date. You and We will mutually agree on a method for submitting Transfer instructions.

SECTION 3 - DISTRIBUTIONS

3.1 GENERAL DISTRIBUTIONS. Subject to the terms of the Plan, We will make Distributions for Benefit payments from an investment vehicle(s) under this Agreement. We will apply to these Distributions any limitations described in the Base Agreement or in the applicable Investment Addendum under this Agreement. We will make Distributions in the following manner:

- (A) TRUSTEE. If the Plan has a trustee, the trustee may, but is not required to, receive all cash payments for further distribution.
- (B) AMOUNT. A Distribution may be an amount up to and including the value of Plan assets in the investment vehicle(s) on the valuation date. The applicable Investment Addendum specifies the valuation date.
- (C) FORM. Subject to the terms of the Plan, and as instructed by You, We will make Distributions in one or a combination of the following forms:
 - (a) Any type of annuity that We agree in writing to provide, in accordance with the provisions of Section 7;
 - (b) Single sum cash payment; or
 - (c) A series of cash payments over a period of time.

Subject to the terms of the Plan, if the Participant's account balance does not exceed \$5000, We will make any Distribution in the form of a single sum cash payment.

While an annuity is available as a form of Distribution, We will not require You to purchase an annuity under this Agreement.

3.2 DISTRIBUTIONS UPON DEATH. If a Participant dies prior to distribution of his interest in the Plan, You will approve the amount of the death benefit and advise Us of the following:

- (A) the designated beneficiary(ies); and
- (B) the form of benefit to be paid in accordance with the provisions of the Plan and applicable law.

3.3 DEFERRED PAYMENTS. In the event of severe adverse economic conditions, We may defer a Distribution under this Section in accordance with the terms of the applicable Investment Addendum. We will only defer the Distribution for a maximum period of six (6) months from the original distribution date. We will defer the Distribution to a date that is less than six (6) months if We determine that the period of severe adverse economic conditions has ended. We will only defer the payment within the time

permitted by applicable law. Regardless of adverse economic conditions, We will never defer a Distribution due as a result of a Participant's retirement, termination of employment, disability, death, Distributions required by Code Section 401(a)(9) or hardship withdrawals as permitted under the Plan.

- 3.4 **PROVISIONS NOT APPLICABLE UPON TERMINATION.** With the exception of Section 3.3, the distribution provisions described in this Section 3 do not apply if the Agreement is terminated. Upon termination of this Agreement, We will apply the provisions of Section 5 along with provisions under the applicable Investment Addendum.

SECTION 4 - OPERATIONAL AGREEMENTS

- 4.1 **QUALIFICATION.** If required by law and by the date required by law, the Plan Sponsor will apply for a determination letter from the Internal Revenue Service that a new Plan meets the requirements of Code section 401(a). If the Plan is amended and there are material modifications to the Plan, the Plan Sponsor will apply for a new determination letter from the Internal Revenue Service if required by law and by the date required by law. You will provide a copy of the determination letter to Us within thirty (30) days after it is received by the Plan Sponsor from the Internal Revenue Service.
- 4.2 **PLAN CHANGE OR AMENDMENT.** You will provide Us with reasonable advance notice of any change or amendment to the Plan. The Plan Sponsor may only adopt a change or amendment that would not have an adverse financial effect on the Agreement or on Us. We will determine whether a change or amendment has such an adverse effect.
- 4.3 **DISQUALIFICATION.** You will notify Us within thirty (30) days after the Plan Sponsor receives initial written notification from the Internal Revenue Service that the Plan no longer meets the requirements of Code section 401(a). When this determination becomes final, We will terminate this Agreement under the terms of Section 5.
- 4.4 **PLAN OPERATION.** You will ensure that the Plan operates in compliance with all applicable laws and regulations.
- 4.5 **INFORMATION.** You will submit all information necessary to process Deposits, Transfers, and Distributions as frequently as You and We mutually agree.

You will properly authorize and promptly forward any information required by Us to meet an obligation under this Agreement. In addition, upon Our request, You will promptly forward any information required by Us to ensure compliance with the provisions of Section 2.1.

As proof of death, We may require a copy of the death certificate, a physician's written statement certifying the death of the decedent, a copy of a certified decree of a court of competent jurisdiction as to the finding of death, or any other reasonable evidence.

- 4.6 **REPORTS.** We will provide You with reports of activity under this Agreement as frequently as You and We mutually agree.

SECTION 5 - TERMINATION

- 5.1 **TERMINATION.** We will terminate this Agreement under the following circumstances:
- (A) You notify Us in writing that the Agreement will be terminated;
 - (B) We notify You in writing that the Agreement will be terminated because You have materially breached a provision of Section 1, 2, 3, 4,

or 6, or a provision of an Investment Addendum and You have failed to cure such breach after We have given you a reasonable opportunity to do so;

- (C) We determine that the class of business to which this Agreement belongs is no longer commercially desirable and We notify all investors of this class of business in writing that the agreements will be terminated.

5.2 **TERMINATION DATE.** The Termination Date is the first day of the month coinciding with or next following (i) the later of the date You specify in your notice pursuant to Section 5.1(A) or the date We receive such notice, (ii) thirty (30) days after the later of the date We specify in Our notice to You pursuant to Section(s) 5.1(B), 5.1(C) or 5.1(D) or the date We send the notice. Upon termination of the Agreement, We will

- (A) no longer accept Deposits under the Agreement as of the Termination Date, and
- (B) notify You of Expenses due as soon as practicable following the Termination Date.

5.3 **TERMINATION DISBURSEMENT DATE.** Unless You and We agree to an alternative date, We will initiate Termination Disbursements no later than the Termination Disbursement Date which is the valuation date coinciding with or next following ninety (90) days after the date We receive all information necessary to make the Disbursement.

The applicable Investment Addendum specifies the valuation date.

5.4 **TERMINATION DISBURSEMENTS.** On the Termination Disbursement Date, We will disburse, or begin to disburse all assets held under this Agreement. Any limitations under the applicable Investment Addendum will apply to these Termination Disbursements. We will recover any Expenses incurred under the Agreement up to the Termination Disbursement Date. We will disburse all assets from the investment vehicle(s) as follows:

- (A) If the Plan continues to meet the requirements of Code section 401(a) but a new funding agent is selected, You may direct Us to transfer the assets to the Plan's trustees or new funding agent. You or another authorized Plan representative must give Us written instructions regarding the Termination Disbursement. We may also require that You or another authorized Plan representative provide Us with written confirmation that the Plan will continue to meet the requirements of Code section 401(a).
- (B) If the Internal Revenue Service determines that the Plan initially fails to meet the requirements of Code section 401(a), We will disburse the Plan assets in a single sum cash payment.

- (C) If the Plan is terminated or the Internal Revenue Service determines that the Plan no longer meets the requirements of Code section 401(a), We will disburse the Plan assets as You and We mutually agree. If government approval is required, We may require that You or another authorized Plan representative provide Us with written confirmation that the Plan Sponsor has received any required government approval before We disburse the assets.

SECTION 6 - MISCELLANEOUS

- 6.1 You will address all communications in writing (by first class mail, postage prepaid) or as You and We mutually agree.

You will submit communications to Us at the following address:

^A [Defined Contribution Administration
Prudential Retirement
Prudential Retirement Insurance and Annuity Company
P.O. Box 2975
Hartford, CT 06104]

We will submit communications to You at the Investor's principal place of business or as You and We mutually agree.

- 6.2 You and We (including any entity which may succeed Us or any entity to which this Agreement may be assigned) are obligated to comply with all terms of this Agreement unless the State of Connecticut determines that We have ceased doing this type of business.
- 6.3 A Distribution or Termination Disbursement payable to any Participant or beneficiary is only assignable if the law allows it. All Distributions or Termination Disbursements are exempt from the claims of creditors to the extent the law permits.
- 6.4 We agree only to the provisions of this Agreement and We are not a party to, and are not bound by, any trust or plan. We are not responsible for the effect of any state or Federal revenue law on any Contribution made under the Plan.
- 6.5 You release Us from any liability for any payments that We made under this Agreement and in accordance with the terms of the Plan and applicable law.
- 6.6 We may rely conclusively on reports, notices, requests and other information submitted by You, the Investor's designated representative, a Participant or a beneficiary.
- 6.7 We will notify You upon becoming aware that any premium tax will be assessed on amounts deposited under this Agreement. We may deduct this tax and any interest due on this tax from Deposits or from Plan assets held under this Agreement.
- 6.8 In applying for the Agreement, You will select the Investment Addendum (Addenda) which become(s) part of this Agreement.
- 6.9 Any change to this Agreement will be subject to the following provisions:
- (A) No change will affect the amount of interest credited or accrued prior to the effective date of the change.

- (B) No change will affect the amount or terms of any annuity purchased prior to the effective date of such change.
 - (C) Any change to this Agreement may be made without notice to or the consent of any Participant, beneficiary or annuitant.
 - (D) We may, at any time, revise the provisions of this Agreement if the revision is required to comply with Code section 401(a), or any applicable law or regulation issued by a governmental agency. If required by law, the revision will be retroactive.
 - (E) We may annually review and revise the provisions of this Agreement unless otherwise provided in the Base Agreement or the Investment Addendum (Addenda). We will provide You ninety (90) days advance written notice before We revise the provisions of the Agreement. Upon receiving the advance written notice, You may elect to terminate the Agreement under the provisions of Section 5 and the applicable Investment Addendum.
- 6.10 The laws of the State of Michigan govern this Agreement except where its provisions may be superseded by the laws of its state of issuance.
- 6.11 The singular includes the plural and the masculine or feminine pronoun includes both the masculine and feminine gender unless the context indicates otherwise.
- 6.12 Two or more duplicate originals of this Agreement constitute one and the same instrument. The entire Agreement between You and Us consists of the Application together with all Investment Addenda and Schedules that We have attached to and made part of this Base Agreement.
- 6.13 If any payment due hereunder by PRIAC is otherwise due to be paid on a date when PRIAC is closed for business, We will make such payment on Our next normal business day.

SECTION 7 - ANNUITIES

- 7.1 You may, but are not required to, purchase an annuity under this Agreement. We will reduce the amount We apply to purchase an annuity by any amount necessary to pay applicable taxes and/or annuity purchase fees. We will provide any retirement annuity based on Our existing business practices and rates then in effect for agreements in the same class of business as this Agreement.
- 7.2 We may require proof that the recipient of annuity payments is living as of each and every date on which any annuity payment becomes payable. We may withhold payments until We receive the requested proof.
- 7.3 We will issue an individual certificate to each Participant for whom an annuity is purchased. Also, if the state where We issue this Agreement requires, We will issue a certificate to each Participant contributing to the Plan. Any certificate issued will not cancel or alter any terms of this Agreement.
- 7.4 If We discover that the annuitant's age or any other fact pertaining to the purchase or determination of an annuity amount was misstated, or We discover a clerical error, We will make the following adjustments:
- (A) We will correct the amount of annuity payable retroactively to the date We purchased the annuity;
 - (B) We will deduct any overpayments resulting from misstatements or errors from amounts payable following the correction of the annuity amount;
 - (C) We will pay any underpayments resulting from misstatements or errors in full with the next payment following the correction of the annuity amount.
- 7.5 We guarantee that We will purchase annuities on an actuarial basis that is at least equal to the following actuarial basis for a fixed annuity.
- (A) Form of Annuity: 100% Fixed Life Annuity
Actuarial Assumptions: Mortality - 1950 Male Group Annuity Valuation Table, with age setback of 4.8 years plus one-fifth of the number of years from 1895 to the annuitant's year of birth; Interest - 2%; Loading - 8.25%.

We will review this guaranteed actuarial basis annually and may change it after We give ninety (90) days' advance written notice to You. We may only change the guaranteed actuarial basis following the first twelve (12) months after the Agreement's Effective Date. We may only change it once in any twelve (12) month period unless You and We agree in writing to make an exception.

SECTION 8 – DEFINITIONS

“Agreement” is the Investment Agreement, including the Base Agreement, Investment Addendum (Addenda) and Application.

“Base Agreement” includes Sections 1 through 8 and the Expense Schedule.

“Benefit” is any payment to which a Participant is entitled under the terms of the Plan.

“PRIAC” is Prudential Retirement Insurance and Annuity Company.

“Code” is the Internal Revenue Code of 1986, as amended from time to time.

“Contributions” are amounts contributed under the terms of the Plan on or after the effective date of this Agreement.

“Deposits” are Contributions, Transferred Assets and Rollovers described in Section 1.

“Distributions” are withdrawals for Benefit payments described in Section 3.

“Expenses” are expenses and charges described in the Expense Schedule.

“Investment Agreement” is a group annuity contract, GA-41312, issued by PRIAC.

“Investment Addendum” describes each investment vehicle available under the Agreement, as You select, and all conditions associated with the use of the investment vehicle under this Agreement.

^A [“Investor” is DENSO Manufacturing Arkansas, Inc., acting through the DENSO National Retirement Committee.]

“Participant” is an individual having an account under the Plan.

^A [“Plan” is DENSO Associates’ Retirement Plan, as adopted by the Plan Sponsor, effective January 1, 1987, as constituted on the Effective Date of this Agreement, and as amended from time to time.]

“Plan Sponsor” is the entity sponsoring the Plan.

“Termination Disbursements” are amounts payable from an investment vehicle(s) under this Agreement upon termination of this Agreement as described in Section 5.

“Transfers” are Participant-directed transfers (described in Section 2.1) between Plan investment vehicles.

“You” refers to the Investor.

“We”, "Our" or “Us” refers to PRIAC.

GUARANTEED INCOME FUND INVESTMENT ADDENDUM

- 1.1 **GUARANTEED INCOME ACCOUNT.** The term Guaranteed Income Account (hereinafter “GIA”) refers to assets invested under this Agreement in the Guaranteed Income Fund. These assets are invested in Prudential Retirement Insurance and Annuity Company’s (PRIAC's) general account.
- 1.2 **MAXIMUM DEPOSITS.** If PRIAC’s current guidelines establish a maximum amount that can be deposited to the GIA in any one Plan year, We will communicate the maximum amount to You. You may only deposit up to the maximum amount unless We give You prior written consent to deposit amounts in excess of the maximum.
- 1.3 **CREDITED INTEREST.** We will credit interest to the GIA daily. We will credit interest to each dollar in the GIA
- (A) from the Valuation Date on which it is allocated to the GIA under Section 1.7 and Section 2.2 of the Base Agreement, and
 - (B) until the Valuation Date as of which We transfer, distribute or disburse each dollar from the GIA.

We will notify You of the interest rate that We will credit to the GIA for this class of business as of the date this Addendum becomes part of the Agreement (the “Declared Interest Rate”). Thereafter, We will announce a Declared Interest Rate semi-annually, effective January 1 and July 1, and that rate will be guaranteed against change during each six (6) month period. The Declared Interest Rate will always be greater than or equal to one and one half percent (1-1/2%) (the “Minimum Interest Rate”).

The Declared Interest Rate is stated on an annual effective rate basis. This method for computing interest uses daily compounding so the amounts held in the GIA for 365 days (366 days during a leap year) will increase at the stated annual effective rate.

- 1.4 **ASSET CHARGE.** We will convert the annual Asset Charge under this Agreement’s Expense Schedule to a daily equivalent. We will reduce the daily equivalent of the Asset Charge from interest being credited to the GIA under the preceding Section 1.3.

As described in the Base Agreement, You have the option to pay the Asset Charge as an alternative to reducing the daily equivalent of the Asset Charge from interest being credited to the GIA.

- 1.5 **VALUATION.** The value of the GIA is an amount equal to (A) minus (B) where

- (A) is the sum of
 - (i) Deposits to the GIA,

(ii) Transfers to the GIA from another Plan investment vehicle, and

(iii) Credited Interest, and

(B) is the sum of

(i) Expenses, if any, and

(ii) Transfers, Distributions or Termination Disbursements from the GIA.

1.6 VALUATION DATE. For purposes of valuing the GIA, the term Valuation Date refers to each day that We are open to transact normal business.

1.7 DEFERRALS. We may defer Transfers, Distributions or Termination Disbursements from the GIA under Section 3.3 of the Base Agreement if:

(A) the New York Stock Exchange is closed, other than customary weekend and holiday closings, or trading on the New York Stock Exchange is restricted;

(B) an emergency exists as a result of which disposal by PRIAC of assets that are underlying investments for the Guaranteed Income Fund is not reasonably practical; or

(C) the Securities and Exchange Commission by order permits.

The Securities and Exchange Commission shall by rules and regulations determine the conditions under which (i) trading shall be deemed to be restricted and (ii) an emergency shall be deemed to exist.

However, during the deferral period We may continue payments to investors ratably as the Guaranteed Income Fund cash flow permits. During the deferral period We will continue to apply Credited Interest.

1.8 TRANSFER LIMITATIONS

Transfers between the GIA and a Competing Fund may be made, provided the amount to be transferred is first transferred to a Plan investment option that is not a Competing Fund and such amount is held in that fund for a period of at least ninety (90) days before being transferred to a Competing Fund.

A Competing Fund is an investment option available under the Plan that is primarily comprised of high quality fixed income securities with an average duration of less than or

equal to 3.5 years. For purposes of the Agreement, Competing Funds include but are not limited to money market and short term bond funds. For purposes of this provision “average duration” has the following meaning:

Duration is a time measure of a bond's interest-rate sensitivity, based on the weighted average of the time periods over which a bond's cash flows accrue to the bondholder. Time periods are weighted by multiplying by the present value of its cash flow divided by the bond's price. (A bond's cash flows consist of coupon payments and repayment of capital.) A bond's duration will almost always be shorter than its maturity, with the exception of zero-coupon bonds, for which maturity and duration are equal. Duration of the fund is the dollar weighted average of the duration of the underlying securities.

A Prohibited Competing Fund is a money market fund, a fund that guarantees principal or a fund that is primarily comprised of instruments that guarantee principal. You may not offer a Prohibited Competing Fund as a Plan investment option.

- 1.9 **GIA POOL TRANSFER LIMITATION.** The assets under the GIA are part of the Guaranteed Income Fund pool established for all investment agreements containing this or a similar limitation, and where We receive the initial Deposit to the GIA in the same period within the calendar year.

We may defer a Distribution or Termination Disbursement whenever (i) plus (ii) would exceed ten percent (10%) of (iii) where

- (i) is the Distribution or Termination Disbursement amount to be paid from the GIA,
- (ii) is all Transfer, Distribution, or Termination Disbursement amounts that We previously or simultaneously paid for any reason in the same calendar year in which (i) is computed, from the same pool of Guaranteed Income Fund assets to which the GIA belongs, and
- (iii) is total assets on January 1 of the year in which (i) is computed in the Guaranteed Income Fund pool to which the GIA belongs.

In addition, We guarantee the following:

- (A) We will not defer an amount which would result in a Distribution or Termination Disbursement of less than ten percent (10%) of the GIA in any one calendar year.
- (B) We will continue to apply Credited Interest to any amount We defer

under this Section.

- (C) While the pool transfer limitations of this Section are in effect, as the Plan permits, We will continue to pay Distributions for retirement, termination, death, disability, hardship, or Distributions required by Code section 401(a)(9). In addition, as provided under Section 5.4(C) of the Base Agreement, We will pay Termination Disbursements occurring as a result of the Plan's termination or failure to meet the requirements of Code section 401(a), and the limitations of this Section 1.9 will not apply to such Termination Disbursements.
- (D) While the pool transfer limitations of this Section are in effect, We will continue to allow Transfers under the terms of the Plan.
- (E) This Section does not apply if this Agreement has terminated under Section 5 of the Base Agreement. Upon termination, the provisions of the following Section 1.10 will apply.

1.10 TERMINATION TRANSFER LIMITATIONS. If this Agreement terminates under Section 5 of the Base Agreement, the limitations of this Section apply. The assets under the GIA are part of the Guaranteed Income Fund pool established for all investment agreements containing this or a similar limitation, and where We receive the initial Deposit to the Guaranteed Income Fund in the same period within the calendar year.

We will disburse the assets under the GIA in a single lump sum as of the Termination Disbursement Date, defined in Section 5.3 of the Base Agreement, if (i) plus (ii) does not exceed ten percent (10%) of (iii) where

- (i) is the Termination Disbursement amount to be paid from the GIA,
- (ii) is all Transfer, Distribution, or Termination Disbursement amounts that We previously paid for any reason in the same calendar year in which this Agreement is terminated and from the same pool of Guaranteed Income Fund assets to which the GIA belongs, and
- (iii) is total assets on January 1 of the year in which (i) is computed in the Guaranteed Income Fund pool to which the GIA belongs.

If (i) plus (ii) exceeds ten percent (10%) of (iii), We may apply the following limitations:

- (A) As of the Termination Disbursement Date, We will disburse an amount equal to the greater of (a) or (b) as follows:

- (a) is the difference between ten percent (10%) of (iii) above, and (ii) above.
- (b) is one-sixth (1/6) of the GIA value as of the Termination Disbursement Date.

On each anniversary of the Termination Disbursement Date, We will disburse assets remaining credited to the GIA in five (5) succeeding annual installments as follows:

- (1) The first installment is one-fifth (1/5) of the remaining value of the GIA;
- (2) The second installment is one-fourth (1/4) of the remaining value of the GIA;
- (3) The third installment is one-third (1/3) of the remaining value of the GIA;
- (4) The fourth installment is one-half (1/2) of the remaining value of the GIA;
- (5) The fifth installment is the remaining value of the GIA.

We will issue a written guarantee of the interest rate that We will credit to the unpaid balance of the GIA. The interest rate will be an annual rate and will not change during the life of the installment payment period (the “Installment Period Rate”).

Installment Period Rate = $i - .5(j-i)$ where

- (i) is the Declared Interest Rate applicable to the Guaranteed Income Fund pool to which the GIA belongs as of the Termination Date, defined under Section 5.2 of the Base Agreement, and
- (j) is the rate of credited interest as of the Termination Date applicable to the Guaranteed Income Fund pool established for the same period within the calendar year in which the Termination Date occurs (the “New Rate”). We will ensure that the New Rate is determined on the same basis as the Declared Interest Rate.

The Installment Period Rate will always be greater than or equal to the Minimum Rate in effect during the semi-annual period in which the

Termination Date falls, as described in Section 1.3 hereunder. In addition, We will continue to charge Expenses described in the Expense Schedule. The maximum interest rate We will credit is equal to the Declared Interest Rate.

Notwithstanding the preceding paragraphs of this Section 1.10(A), We may disburse the remaining balance of the GIA at any time in a single lump sum.

- (B) Payment Over a Maximum Period of Ten Years. In lieu of the installment payments under the preceding Section 1.10(A), You may direct Us in writing to disburse the assets from the GIA in annual installments over no more than ten (10) years from the Termination Date. The initial disbursement will be on the first anniversary of the Termination Date if that date is a normal business day for Us. If not, the disbursement will be made on PRIAC's next normal business day. Any subsequent disbursements will be made on each calendar year anniversary of the Termination Date if that date is a normal business day for Us. If not, the disbursement will be made on PRIAC's next normal business day.

We will issue a written guarantee of the interest rate that We will credit to the unpaid balance of the GIA. The interest rate will be an annual rate and will not change during the life of the installment payment period (the "Installment Period Rate").

Installment Period Rate = Declared Interest Rate as of the
Termination Date - 1%

The Installment Period Rate will always be greater than or equal to the Minimum Rate in effect during the semi-annual period in which the Termination Date falls, as described in Section 1.3 hereunder. In addition, We will continue to charge Expenses described in the Expense Schedule.

The number of annual payments will be referred to as "N" where

$N = (j-i) \text{ times } 100 \text{ rounded up to the next integer}$
but N is not less than 1 or greater than 10,

j = the New Rate, and

i = the Declared Interest Rate as of the Termination Date.

Each disbursement will be an amount equal to $1/(N-t+1)$ times the remaining value of the GIA, where t equals 1 for the first installment,

2 for the second installment, and so on until it equals N for the last installment.

After the Termination Date and during any installment period described in this Section 1.10, and as the Plan permits, We will continue to pay Distributions for retirement, termination, death, disability, hardship, or Distributions required by Code section 401(a)(9). Also, after the Termination Date, as the Plan permits, We will continue to pay Transfers so long as:

- (a) the GIA is part of the Plan's stable value investment option and that investment option comprises at least one other investment contract;
- (b) amounts payable from investment contracts constituting the Plan's stable value option are on a "last in, first out" basis with all other investment contracts being used before the GIA to pay Transfers, i.e., the value of each of the other investment contracts that constitute the Plan's stable value option must be \$0 before a Transfer is paid from the GIA and
- (c) Transfers to a Competing Fund may be restricted in accordance with Section 1.8 of the Addendum.

Notwithstanding the foregoing, as provided under Section 5.4(B) and (C) of the Base Agreement, We will pay Termination Disbursements occurring as a result of the Plan's termination or failure to meet the requirements of Code Section 401(a) in a single lump sum payment, or as You and We mutually agree. We will also pay Termination Disbursements occurring as a result of termination of this Agreement under Section 5.1(D) of the Base Agreement in a single lump sum payment.

1.11 TERMINATION OF GUARANTEED INCOME FUND INVESTMENT ADDENDUM.
We may terminate this Investment Addendum upon 90 days' advance notice if:

- (i) We determine that the continued operation of the Guaranteed Income Fund is no longer commercially desirable for the class of business to which this Agreement belongs, and
- (ii) We notify all investors belonging to the same class of business as this Agreement and utilizing the Guaranteed Income Fund in writing that We are terminating the Guaranteed Income Fund.

The following provisions apply as of the date We terminate the Guaranteed Income Fund as provided above.

(A) We will not accept additional Deposits or Transfers into the GIA and

We will not make additional Transfers, Distributions, or Termination Disbursements from the GIA, except as provided in (B) and (C) below.

- (B) We will determine the amount of any outstanding Asset Charge attributable to the GIA, as described in Section 1.4 of this Investment Addendum and the Expense Schedule. We will withdraw the amount from the GIA unless You agree to pay the Asset Charge, as described in the Base Agreement.
- (C) You may transfer the GIA balance in a lump sum to any other investment option represented by an Investment Addendum under this Agreement. We will disburse any remaining GIA balance in a lump sum as You direct in writing. If You do not transfer the GIA balance to another investment option under this Agreement, or otherwise direct Us to disburse the balance, We will transfer the GIA balance to a non-interest bearing account until such time as You transfer the GIA balance to another investment option under this Agreement, or otherwise direct Us to disburse the balance.

SERFF Tracking Number: PRUD-126219235 State: Arkansas
 Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 45231
 Company Tracking Number: PRGA-GA-2020-IA-0805-41312-LK-AR
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: GA-2020-IA-0805-41312
 Project Name/Number: GA-2020-IA-0805-41312/GA-2020-IA-0805-41312

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Flesch Certification is not required for this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Form number GA-2020 APP was approved on March 18, 2004		

	Item Status:	Status Date:
Satisfied - Item: Redlined Version of GA-2020-IA-0805		
Comments:		
Attached is the redlined version of the GA-2020-IA-0805 showing the negotiated changes between Prudential and the client.		
Attachment:		
Redlined comparison of GA-2020-IA-0805.pdf		

	Item Status:	Status Date:
Satisfied - Item: Redlined Version of the GA-2020-GIF-FS-0805		
Comments:		
Attached is the redlined version of the GA-2020-GIF-FS-0805 showing the negotiated changes between Prudential and the client.		
Attachment:		
Redlined comparison of GA-2020-GIF-FS-0805.pdf		

SERFF Tracking Number: PRUD-126219235 State: Arkansas
Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 45231
Company Tracking Number: PRGA-GA-2020-IA-0805-41312-LK-AR
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: GA-2020-IA-0805-41312
Project Name/Number: GA-2020-IA-0805-41312/GA-2020-IA-0805-41312

Item Status:

**Status
Date:**

Satisfied - Item: Memorandum of Variability

Comments:

Attached is the memorandum of variability.

Attachment:

Memorandum of Variability.pdf

INVESTMENT AGREEMENT

issued by

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
a wholly owned subsidiary of The Prudential Insurance Company of America, [Inc.](#)
280 Trumbull Street, Hartford, Connecticut 06103

INVESTMENT AGREEMENT NUMBER: GA-41312

ISSUED TO: DENSO Manufacturing Arkansas, Inc.

EFFECTIVE DATE: February 10, 2009

ISSUE DATE: ~~September 1, 2009~~

This Agreement is a group annuity contract that funds benefits for plans qualified under section 401(a) of the Internal Revenue Code and is designed to comply with state insurance department standards. Annuities are available subject to the terms of each plan. However, this Agreement does not require the purchase of annuities.

Prudential Retirement Insurance and Annuity Company ("PRIAC") will accept Deposits of Plan assets and pay Benefits under the terms of this Agreement. The entire Agreement consists of the Application and the provisions of this Agreement. PRIAC issues this Agreement in consideration of the Application and the payment of Deposits provided for under this Agreement.

Payments and values that are based on the investment experience of a separate account (other than a guaranteed separate account) are variable and are not guaranteed. The operation of each separate account is described in this Agreement.

In Witness Whereof, PRIAC has executed this Agreement on the Issue Date, to take effect on the Effective Date.

President

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2 Transfers Between Plan Investment Options.....	3
3 Distributions.....	4
4 Operational Agreements.....	6
5 Termination.....	7
6 Miscellaneous.....	9
7 Annuities.....	11
8 Definitions.....	12

[Expense Schedule](#)

Following Base Agreement:

~~Expense Schedule~~

Guaranteed Income Fund Investment Addendum

Universal Separate Account E Investment Addendum

Application

SECTION 1 - DEPOSITS

- 1.1 **CONTRIBUTIONS.** Subject to the terms of the Plan, the Investor (“You”) will deposit Contributions that are directed for investment under this Agreement. You may reduce the amount of Contributions by Plan distributions to Participants for any contribution period.
- 1.2 **MINIMUM CONTRIBUTIONS.** PRIAC (“We”, “Our” or “Us”) may require a minimum amount of Contributions for investment under this Agreement, in any one Plan year, equal to \$35,000.
- 1.3 **TRANSFERRED ASSETS.** You will deposit amounts contributed under the terms of the Plan prior to the Effective Date of this Agreement that are directed for investment under this Agreement.

Subject to the terms of the Plan and as permitted by the Code, and subject to Our agreement to accept such transfers, You will deposit amounts transferred from other plans that are directed for investment under this Agreement. For purposes of this section, “plans” shall include any "eligible retirement plan" as defined in Code section 402(c)(8).

- 1.4 **TIMING OF CONTRIBUTIONS AND TRANSFERRED ASSETS.** You will deposit Contributions and Transferred Assets within thirty-one (31) days of the date specified in the Plan. However, We will allow a grace period of thirty-one (31) days or, if less, the time required by law for Contributions. You and the contributing employers will ensure that all Contributions due under the Plan are made within the time required by law.
- 1.5 **ROLLOVERS.** Subject to the terms of the Plan and as permitted by the Code, and subject to Our agreement to accept such rollovers, You will deposit rollover amounts from other plans that are directed for investment under this Agreement. For purposes of this section, “plans” shall include any "eligible retirement plan" as defined in Code section 402(c)(8).
- 1.6 **ACCEPTANCE OF DEPOSITS.** We will only accept Deposits specified in the preceding paragraphs.
- 1.7 **ALLOCATION DATE FOR DEPOSITS.** We will allocate Deposits as of the valuation date coinciding with or next following the date We receive the Deposits. The applicable Investment Addendum specifies the valuation date.

SECTION 2 - TRANSFERS BETWEEN PLAN INVESTMENT OPTIONS

- 2.1 TRANSFERS. Subject to the terms of the Plan, Participants may direct Transfers between Plan investment vehicles, including any investment vehicle described in an Investment Addendum under this Agreement. We will apply any limitations described in the Base Agreement or in the applicable Investment Addendum under this Agreement to these Transfers. Participants must independently choose to make Transfers between Plan investment options, free from corporate or trustee suggestion or persuasion.
- 2.2 ALLOCATION DATE FOR TRANSFERS. We will allocate Transfers between investment vehicles as of the valuation date coinciding with or next following the later of
- (A) the date We receive instructions from You or a Participant regarding the Transfer, or
 - (B) the effective date of the Transfer.

The applicable Investment Addendum specifies the valuation date. You and We will mutually agree on a method for submitting Transfer instructions.

SECTION 3 - DISTRIBUTIONS

3.1 **GENERAL DISTRIBUTIONS.** Subject to the terms of the Plan, We will make Distributions for Benefit payments from an investment vehicle(s) under this Agreement. We will apply to these Distributions any limitations described in the Base Agreement or in the applicable Investment Addendum under this Agreement. We will make Distributions in the following manner:

- (A) **TRUSTEE.** If the Plan has a trustee, the trustee may, but is not required to, receive all cash payments for further distribution.
- (B) **AMOUNT.** A Distribution may be an amount up to and including the value of Plan assets in the investment vehicle(s) on the valuation date. The applicable Investment Addendum specifies the valuation date.
- (C) **FORM.** Subject to the terms of the Plan, and as instructed by You, We will make Distributions in one or a combination of the following forms:
 - (a) Any type of annuity that We agree in writing to provide, in accordance with the provisions of Section 7;
 - (b) Single sum cash payment; or
 - (c) A series of cash payments over a period of time.

Subject to the terms of the Plan, if the Participant's account balance does not exceed \$5000, We will make any Distribution in the form of a single sum cash payment.

While an annuity is available as a form of Distribution, We will not require You to purchase an annuity under this Agreement.

3.2 **DISTRIBUTIONS UPON DEATH.** If a Participant dies prior to distribution of his interest in the Plan, You will approve the amount of the death benefit and advise Us of the following:

- (A) the designated beneficiary(ies); and
- (B) the form of benefit to be paid in accordance with the provisions of the Plan and applicable law.

3.3 **DEFERRED PAYMENTS.** In the event of severe adverse economic conditions, We may defer a Distribution under this Section in accordance with the terms of the applicable Investment Addendum. We will only defer the Distribution for a maximum period of six (6) months from the original distribution date. We will defer the Distribution to a date that is less than six (6) months if We determine that the period of severe adverse economic conditions has ended. We will only defer the payment within the time

permitted by applicable law. Regardless of adverse economic conditions, We will never defer a Distribution due as a result of a Participant's retirement, termination of employment, disability, death, Distributions required by Code Section 401(a)(9) or hardship withdrawals as permitted under the Plan.

- 3.4 **PROVISIONS NOT APPLICABLE UPON TERMINATION.** With the exception of Section 3.3, the distribution provisions described in this Section 3 do not apply if the Agreement is terminated. Upon termination of this Agreement, We will apply the provisions of Section 5 along with provisions under the applicable Investment Addendum.

SECTION 4 - OPERATIONAL AGREEMENTS

- 4.1 **QUALIFICATION.** If required by law and by the date required by law, the Plan Sponsor will apply for a determination letter from the Internal Revenue Service that a new Plan meets the requirements of Code section 401(a). If the Plan is amended and there are material modifications to the Plan, the Plan Sponsor will apply for a new determination letter from the Internal Revenue Service if required by law and by the date required by law. You will provide a copy of the determination letter to Us within thirty (30) days after it is received by the Plan Sponsor from the Internal Revenue Service.
- 4.2 **PLAN CHANGE OR AMENDMENT.** You will provide Us with reasonable advance notice of any change or amendment to the Plan. The Plan Sponsor may only adopt a change or amendment that would not have an adverse financial effect on the Agreement or on Us. We will determine whether a change or amendment has such an adverse effect.
- 4.3 **DISQUALIFICATION.** You will notify Us within thirty (30) days after the Plan Sponsor receives initial written notification from the Internal Revenue Service that the Plan no longer meets the requirements of Code section 401(a). When this determination becomes final, We will terminate this Agreement under the terms of Section 5.
- 4.4 **PLAN OPERATION.** You will ensure that the Plan operates in compliance with all applicable laws and regulations.
- 4.5 **INFORMATION.** You will submit all information necessary to process Deposits, Transfers, and Distributions as frequently as You and We mutually agree.

You will properly authorize and promptly forward any information required by Us to meet an obligation under this Agreement. In addition, upon Our request, You will promptly forward any information required by Us to ensure compliance with the provisions of Section 2.1.

As proof of death, We may require a copy of the death certificate, a physician's written statement certifying the death of the decedent, a copy of a certified decree of a court of competent jurisdiction as to the finding of death, or any other reasonable evidence.

~~4.6 **EXPENSES.** You will pay expenses and charges described in the Expense Schedule within thirty (30) days after the mailing date of the expense notification, or by another method to which You and We mutually agree. We may deduct the amounts owed from Plan assets invested under this Agreement if You do not pay expenses and charges within thirty (30) days, and the Plan permits the expenses and charges to be deducted from Participant accounts. We will provide you with advance written notification of the deduction. We may also terminate this Agreement for non-payment of Expenses under the terms of Section 5.~~

~~4.7~~4.6 **REPORTS.** We will provide You with reports of activity under this Agreement as frequently as You and We mutually agree.

SECTION 5 - TERMINATION

5.1 TERMINATION. We will terminate this Agreement under the following circumstances:

- (A) You notify Us in writing that the Agreement will be terminated;
- (B) We notify You in writing that the Agreement will be terminated because You have materially breached a provision of Section 1, 2, 3, 4, or 6, or a provision of an Investment Addendum and You have failed to cure such breach after We have given you a reasonable opportunity to do so;
- (C) ~~We notify You in writing that the Agreement will be terminated because You have not paid Expenses and You have not made alternative arrangements with Us for paying the Expenses as provided under Section 4.6;~~ or (D) We determine that the class of business to which this Agreement belongs is no longer commercially desirable and We notify all investors of this class of business in writing that the agreements will be terminated.

5.2 TERMINATION DATE. The Termination Date is the first day of the month coinciding with or next following (i) the later of the date You specify in your notice pursuant to Section 5.1(A) or the date We receive such notice, (ii) thirty (30) days after the later of the date We specify in Our notice to You pursuant to Section(s) 5.1(B), 5.1(C) or 5.1(D) or the date We send the notice. Upon termination of the Agreement, We will

- (A) no longer accept Deposits under the Agreement as of the Termination Date, and
- (B) notify You of Expenses due as soon as practicable following the Termination Date.

5.3 TERMINATION DISBURSEMENT DATE. Unless You and We agree to an alternative date, We will initiate Termination Disbursements no later than the Termination Disbursement Date which is the valuation date coinciding with or next following ~~the later of: (A) Ninety~~ninety (90) days after the date We receive all information necessary to make the Disbursement; ~~or (B) Ninety (90) days after the date We recover all outstanding Expenses under this Agreement.~~

The applicable Investment Addendum specifies the valuation date.

5.4 TERMINATION DISBURSEMENTS. On the Termination Disbursement Date, We will disburse, or begin to disburse all assets held under this Agreement. Any limitations under the applicable Investment Addendum will apply to these Termination Disbursements. We will recover any Expenses incurred under the Agreement up to the

Termination Disbursement Date. We will disburse all assets from the investment vehicle(s) as follows:

- (A) If the Plan continues to meet the requirements of Code section 401(a) but a new funding agent is selected, You may direct Us to transfer the assets to the Plan's trustees or new funding agent. You or another authorized Plan representative must give Us written instructions regarding the Termination Disbursement. We may also require that You or another authorized Plan representative provide Us with written confirmation that the Plan will continue to meet the requirements of Code section 401(a).
- (B) If the Internal Revenue Service determines that the Plan initially fails to meet the requirements of Code section 401(a), We will disburse the Plan assets in a single sum cash payment.
- (C) If the Plan is terminated or the Internal Revenue Service determines that the Plan no longer meets the requirements of Code section 401(a), We will disburse the Plan assets as You and We mutually agree. If government approval is required, We may require that You or another authorized Plan representative provide Us with written confirmation that the Plan Sponsor has received any required government approval before We disburse the assets.

SECTION 6 - MISCELLANEOUS

- 6.1 You will address all communications in writing (by first class mail, postage prepaid) or as You and We mutually agree.

You will submit communications to Us at the following address:

Defined Contribution Administration
Prudential Retirement
Prudential Retirement Insurance and Annuity Company
P.O. Box 2975
Hartford, CT 06104

We will submit communications to You at the Investor's principal place of business or as You and We mutually agree.

- 6.2 You and We (including any entity which may succeed Us or any entity to which this Agreement may be assigned) are obligated to comply with all terms of this Agreement unless the State of Connecticut determines that We have ceased doing this type of business.
- 6.3 A Distribution or Termination Disbursement payable to any Participant or beneficiary is only assignable if the law allows it. All Distributions or Termination Disbursements are exempt from the claims of creditors to the extent the law permits.
- 6.4 We agree only to the provisions of this Agreement and We are not a party to, and are not bound by, any trust or plan. We are not responsible for the effect of any state or Federal revenue law on any Contribution made under the Plan.
- 6.5 You release Us from any liability for any payments that We made under this Agreement and in accordance with the terms of the Plan and applicable law.
- 6.6 We may rely conclusively on reports, notices, requests and other information submitted by You, the Investor's designated representative, a Participant or a beneficiary.
- 6.7 We will notify You upon becoming aware that any premium tax will be assessed on amounts deposited under this Agreement. We may deduct this tax and any interest due on this tax from Deposits or from Plan assets held under this Agreement.
- 6.8 In applying for the Agreement, You will select the Investment Addendum (Addenda) which become(s) part of this Agreement.
- 6.9 Any change to this Agreement will be subject to the following provisions:
- (A) No change will affect the amount of interest credited or accrued prior to the effective date of the change.

- (B) No change will affect the amount or terms of any annuity purchased prior to the effective date of such change.
- (C) Any change to this Agreement may be made without notice to or the consent of any Participant, beneficiary or annuitant.
- (D) We may, at any time, revise the provisions of this Agreement if the revision is required to comply with Code section 401(a), or any applicable law or regulation issued by a governmental agency. If required by law, the revision will be retroactive.
- (E) We may annually review and revise the provisions of this Agreement unless otherwise provided in the Base Agreement or the Investment Addendum (Addenda). We will provide You ninety (90) days advance written notice before We revise the provisions of the Agreement. Upon receiving the advance written notice, You may elect to terminate the Agreement under the provisions of Section 5 and the applicable Investment Addendum.

- 6.10 The laws of the State of ~~Connecticut~~[Michigan](#) govern this Agreement except where its provisions may be superseded by the laws of its state of issuance.
- 6.11 The singular includes the plural and the masculine or feminine pronoun includes both the masculine and feminine gender unless the context indicates otherwise.
- 6.12 Two or more duplicate originals of this Agreement constitute one and the same instrument. The entire Agreement between You and Us consists of the Application together with all Investment Addenda and Schedules that We have attached to and made part of this Base Agreement.
- 6.13 If any payment due hereunder by PRIAC is otherwise due to be paid on a date when PRIAC is closed for business, We will make such payment on Our next normal business day.

SECTION 7 - ANNUITIES

- 7.1 You may, but are not required to, purchase an annuity under this Agreement. We will reduce the amount We apply to purchase an annuity by any amount necessary to pay applicable taxes and/or annuity purchase fees. We will provide any retirement annuity based on Our existing business practices and rates then in effect for agreements in the same class of business as this Agreement.
- 7.2 We may require proof that the recipient of annuity payments is living as of each and every date on which any annuity payment becomes payable. We may withhold payments until We receive the requested proof.
- 7.3 We will issue an individual certificate to each Participant for whom an annuity is purchased. Also, if the state where We issue this Agreement requires, We will issue a certificate to each Participant contributing to the Plan. Any certificate issued will not cancel or alter any terms of this Agreement.
- 7.4 If We discover that the annuitant's age or any other fact pertaining to the purchase or determination of an annuity amount was misstated, or We discover a clerical error, We will make the following adjustments:
- (A) We will correct the amount of annuity payable retroactively to the date We purchased the annuity;
 - (B) We will deduct any overpayments resulting from misstatements or errors from amounts payable following the correction of the annuity amount;
 - (C) We will pay any underpayments resulting from misstatements or errors in full with the next payment following the correction of the annuity amount.
- 7.5 We guarantee that We will purchase annuities on an actuarial basis that is at least equal to the following actuarial basis for a fixed annuity.
- (A) Form of Annuity: 100% Fixed Life Annuity
Actuarial Assumptions: Mortality - 1950 Male Group Annuity Valuation Table, with age setback of 4.8 years plus one-fifth of the number of years from 1895 to the annuitant's year of birth; Interest - 2%; Loading - 8.25%.

We will review this guaranteed actuarial basis annually and may change it after We give ninety (90) days' advance written notice to You. We may only change the guaranteed actuarial basis following the first twelve (12) months after the Agreement's Effective Date. We may only change it once in any twelve (12) month period unless You and We agree in writing to make an exception.

SECTION 8 – DEFINITIONS

“Agreement” is the Investment Agreement, including the Base Agreement, Investment Addendum (Addenda) and Application.

“Base Agreement” includes Sections 1 through 8 and the Expense Schedule.

“Benefit” is any payment to which a Participant is entitled under the terms of the Plan.

“PRIAC” is Prudential Retirement Insurance and Annuity Company.

“Code” is the Internal Revenue Code of 1986, as amended from time to time.

“Contributions” are amounts contributed under the terms of the Plan on or after the effective date of this Agreement.

“Deposits” are Contributions, Transferred Assets and Rollovers described in Section 1.

“Distributions” are withdrawals for Benefit payments described in Section 3.

“Expenses” are expenses and charges described in the Expense Schedule.

“Investment Agreement” is a group annuity contract, GA-41312, issued by PRIAC.

“Investment Addendum” describes each investment vehicle available under the Agreement, as You select, and all conditions associated with the use of the investment vehicle under this Agreement.

“Investor” is DENSO Manufacturing Arkansas, Inc., ~~the Plan Sponsor, or any person designated by the Investor or the Plan Sponsor to carry out its administrative functions~~ acting through the DENSO National Retirement Committee.

“Participant” is an individual having an account under the Plan.

“Plan” is DENSO Associates’ Retirement Plan, as adopted by the Plan Sponsor, effective January 1, 1987, as constituted on the Effective Date of this Agreement, and as amended from time to time.

“Plan Sponsor” is the entity sponsoring the Plan.

“Termination Disbursements” are amounts payable from an investment vehicle(s) under this Agreement upon termination of this Agreement as described in Section 5.

“Transfers” are Participant-directed transfers (described in Section 2.1) between Plan investment vehicles.

“You” refers to the Investor.

“We”, "Our" or “Us” refers to PRIAC.

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GUARANTEED INCOME FUND INVESTMENT ADDENDUM

- 1.-1 **GUARANTEED INCOME ACCOUNT.** The term Guaranteed Income Account (hereinafter “GIA”) refers to assets invested under this Agreement in the Guaranteed Income Fund. These assets are invested in Prudential Retirement Insurance and Annuity Company’s (PRIAC’s) general account.
- 2.-1 **MAXIMUM DEPOSITS.** If PRIAC’s current guidelines establish a maximum amount that can be deposited to the GIA in any one Plan year, We will communicate the maximum amount to You. You may only deposit up to the maximum amount unless We give You prior written consent to deposit amounts in excess of the maximum.
- 3.-1 **CREDITED INTEREST.** We will credit interest to the GIA daily. We will credit interest to each dollar in the GIA
- (A) from the Valuation Date on which it is allocated to the GIA under Section 1.7 and Section 2.2 of the Base Agreement, and
 - (B) until the Valuation Date as of which We transfer, distribute or disburse each dollar from the GIA.

We will notify You of the interest rate that We will credit to the GIA for this class of business as of the date this Addendum becomes part of the Agreement (the “Declared Interest Rate”). Thereafter, We will announce a Declared Interest Rate semi-annually, effective January 1 and July 1, and that rate will be guaranteed against change during each six (6) month period. The Declared Interest Rate will always be greater than or equal to one and one half percent (1-1/2%) (the “Minimum Interest Rate”).

The Declared Interest Rate is stated on an annual effective rate basis. This method for computing interest uses daily compounding so the amounts held in the GIA for 365 days (366 days during a leap year) will increase at the stated annual effective rate.

- 4.-1 **ASSET CHARGE.** We will convert the annual Asset Charge under this Agreement’s Expense Schedule to a daily equivalent. We will reduce the daily equivalent of the Asset Charge from interest being credited to the GIA under the preceding Section 1.3.

As described in the Base Agreement, You have the option to pay the Asset Charge as an alternative to reducing the daily equivalent of the Asset Charge from interest being credited to the GIA.

- 5.-1 **VALUATION.** The value of the GIA is an amount equal to (A) minus (B) where

(A) is the sum of

- (i) Deposits to the GIA, (ii) Transfers to the GIA from another Plan investment vehicle, and

(B) is the sum of

- (i) Expenses, if any, and
- (ii) Transfers, Distributions or Termination Disbursements from the GIA.

6.-1 VALUATION DATE. For purposes of valuing the GIA, the term Valuation Date refers to each day that We are open to transact normal business.

7.-1 DEFERRALS. We may defer Transfers, Distributions or Termination Disbursements from the GIA under Section 3.3 of the Base Agreement if:

(A) the New York Stock Exchange is closed, other than customary weekend and holiday closings, or trading on the New York Stock Exchange is restricted;

(B) an emergency exists as a result of which disposal by PRIAC of assets that are underlying investments for the Guaranteed Income Fund is not reasonably practical; or

(C) the Securities and Exchange Commission by order permits.

The Securities and Exchange Commission shall by rules and regulations determine the conditions under which (i) trading shall be deemed to be restricted and (ii) an emergency shall be deemed to exist.

However, during the deferral period We may continue payments to investors ratably as the Guaranteed Income Fund cash flow permits. During the deferral period We will continue to apply Credited Interest.

8.-1 TRANSFER LIMITATIONS

Transfers between the GIA and a Competing Fund may be made, provided the amount to be transferred is first transferred to a Plan investment option that is not a Competing Fund and such amount is held in that fund for a period of at least ninety (90) days before being transferred to a Competing Fund.

A Competing Fund is an investment option available under the Plan that is primarily comprised of high quality fixed income securities with an average duration of less than or

equal to 3.5 years. For purposes of the Agreement, Competing Funds include but are not limited to money market and short term bond funds. ~~We reserve the right, upon 30 days notice, to determine whether any investment option under the Plan is or becomes a Competing Fund.~~ For purposes of this provision “average duration” has the following meaning:

Duration is a time measure of a bond's interest-rate sensitivity, based on the weighted average of the time periods over which a bond's cash flows accrue to the bondholder. Time periods are weighted by multiplying by the present value of its cash flow divided by the bond's price. (A bond's cash flows consist of coupon payments and repayment of capital.) A bond's duration will almost always be shorter than its maturity, with the exception of zero-coupon bonds, for which maturity and duration are equal. Duration of the fund is the dollar weighted average of the duration of the underlying securities.

A Prohibited Competing Fund is a money market fund, a fund that guarantees principal or a fund that is primarily comprised of instruments that guarantee principal. You may not offer a Prohibited Competing Fund as a Plan investment option ~~unless We give You prior written consent.~~

9.-1 GIA POOL TRANSFER LIMITATION. The assets under the GIA are part of the Guaranteed Income Fund pool established for all investment agreements containing this or a similar limitation, and where We receive the initial Deposit to the GIA in the same period within the calendar year.

We may defer a Distribution or Termination Disbursement whenever (i) plus (ii) would exceed ten percent (10%) of (iii) where

- (i) is the Distribution or Termination Disbursement amount to be paid from the GIA,
- (ii) is all Transfer, Distribution, or Termination Disbursement amounts that We previously or simultaneously paid for any reason in the same calendar year in which (i) is computed, from the same pool of Guaranteed Income Fund assets to which the GIA belongs, and
- (iii) is total assets on January 1 of the year in which (i) is computed in the Guaranteed Income Fund pool to which the GIA belongs.

In addition, We guarantee the following:

- (A) We will not defer an amount which would result in a Distribution or Termination Disbursement of less than ten percent (10%) of the GIA in any one calendar year.
- (B) We will continue to apply Credited Interest to any amount We defer

under this Section.

(C) While the pool transfer limitations of this Section are in effect, as the Plan permits, We will continue to pay Distributions for retirement, termination, death, disability, hardship, or Distributions required by Code section 401(a)(9). In addition, as provided under Section 5.4(C) of the Base Agreement, We will pay Termination Disbursements occurring as a result of the Plan's termination or failure to meet the requirements of Code section 401(a), and the limitations of this Section 1.-1 will not apply to such Termination Disbursements.

(D) While the pool transfer limitations of this Section are in effect, We will continue to allow Transfers under the terms of the Plan.

(E) This Section does not apply if this Agreement has terminated under Section 5 of the Base Agreement. Upon termination, the provisions of the following Section 1.10 will apply.

2.-1 TERMINATION TRANSFER LIMITATIONS. If this Agreement terminates under Section 5 of the Base Agreement, the limitations of this Section apply. The assets under the GIA are part of the Guaranteed Income Fund pool established for all investment agreements containing this or a similar limitation, and where We receive the initial Deposit to the Guaranteed Income Fund in the same period within the calendar year.

We will disburse the assets under the GIA in a single lump sum as of the Termination Disbursement Date, defined in Section 5.3 of the Base Agreement, if (i) plus (ii) does not exceed ten percent (10%) of (iii) where

- (i) is the Termination Disbursement amount to be paid from the GIA,
- (ii) is all Transfer, Distribution, or Termination Disbursement amounts that We previously paid for any reason in the same calendar year in which this Agreement is terminated and from the same pool of Guaranteed Income Fund assets to which the GIA belongs, and
- (iii) is total assets on January 1 of the year in which (i) is computed in the Guaranteed Income Fund pool to which the GIA belongs.

If (i) plus (ii) exceeds ten percent (10%) of (iii), We may apply the following limitations:

(A) As of the Termination Disbursement Date, We will disburse an amount equal to the greater of (a) or (b) as follows:

(a) is the difference between ten percent (10%) of (iii) above, and (ii) above.

(b) is one-sixth (1/6) of the GIA value as of the Termination Disbursement Date.

On each anniversary of the Termination Disbursement Date, We will disburse assets remaining credited to the GIA in five (5) succeeding annual installments as follows:

- (1) The first installment is one-fifth (1/5) of the remaining value of the GIA;
- (2) The second installment is one-fourth (1/4) of the remaining value of the GIA;
- (3) The third installment is one-third (1/3) of the remaining value of the GIA;
- (4) The fourth installment is one-half (1/2) of the remaining value of the GIA;
- (5) The fifth installment is the remaining value of the GIA.

We will issue a written guarantee of the interest rate that We will credit to the unpaid balance of the GIA. The interest rate will be an annual rate and will not change during the life of the installment payment period (the “Installment Period Rate”).

Installment Period Rate = $i - .5(j-i)$ where

- (i) is the Declared Interest Rate applicable to the Guaranteed Income Fund pool to which the GIA belongs as of the Termination Date, defined under Section 5.2 of the Base Agreement, and
- (j) is the rate of credited interest as of the Termination Date applicable to the Guaranteed Income Fund pool established for the same period within the calendar year in which the Termination Date occurs (the “New Rate”). We will ensure that the New Rate is determined on the same basis as the Declared Interest Rate.

The Installment Period Rate will always be greater than or equal to the Minimum Rate in effect during the semi-annual period in which the

Termination Date falls, as described in Section 1.3 hereunder. In addition, We will continue to charge Expenses described in the Expense Schedule. The maximum interest rate We will credit is equal to the Declared Interest Rate.

Notwithstanding the preceding paragraphs of this Section 1.10(A), We may disburse the remaining balance of the GIA at any time in a single lump sum.

- (B) Payment Over a Maximum Period of Ten Years. In lieu of the installment payments under the preceding Section 1.10(A), You may direct Us in writing to disburse the assets from the GIA in annual installments over no more than ten (10) years from the Termination Date. The initial disbursement will be on the first anniversary of the Termination Date if that date is a normal business day for Us. If not, the disbursement will be made on PRIAC's next normal business day. Any subsequent disbursements will be made on each calendar year anniversary of the Termination Date if that date is a normal business day for Us. If not, the disbursement will be made on PRIAC's next normal business day.

We will issue a written guarantee of the interest rate that We will credit to the unpaid balance of the GIA. The interest rate will be an annual rate and will not change during the life of the installment payment period (the "Installment Period Rate").

$$\text{Installment Period Rate} = \text{Declared Interest Rate as of the Termination Date} - 1\%$$

The Installment Period Rate will always be greater than or equal to the Minimum Rate in effect during the semi-annual period in which the Termination Date falls, as described in Section 1.3 hereunder. In addition, We will continue to charge Expenses described in the Expense Schedule.

The number of annual payments will be referred to as "N" where

$$N = (j-i) \text{ times } 100 \text{ rounded up to the next integer} \\ \text{but } N \text{ is not less than } 1 \text{ or greater than } 10,$$

j = the New Rate, and i = the Declared Interest Rate as of the Termination Date. Each disbursement will be an amount equal to $1/(N-t+1)$ times the remaining value of the GIA, where t equals 1 for the first installment,

1 for the second installment, and so on until it equals N for the last installment.

After the Termination Date and during any installment period described in this Section 1.10, and as the Plan permits, We will continue to pay Distributions for retirement, termination, death, disability, hardship, or Distributions required by Code section 401(a)(9). Also, after the Termination Date, as the Plan permits, We will continue to pay Transfers so long as:

- (a) the GIA is part of the Plan's stable value investment option and that investment option comprises at least one other investment contract;
- (b) amounts payable from investment contracts constituting the Plan's stable value option are on a "last in, first out" basis with all other investment contracts being used before the GIA to pay Transfers, i.e., the value of each of the other investment contracts that constitute the Plan's stable value option must be \$0 before a Transfer is paid from the GIA and
- (c) Transfers to a Competing Fund may be restricted in accordance with Section 1.8 of the Addendum.

Notwithstanding the foregoing, as provided under Section 5.4(B) and (C) of the Base Agreement, We will pay Termination Disbursements occurring as a result of the Plan's termination or failure to meet the requirements of Code Section 401(a) in a single lump sum payment, or as You and We mutually agree. We will also pay Termination Disbursements occurring as a result of termination of this Agreement under Section A.-1(-1) of the Base Agreement in a single lump sum payment.

3.-1 TERMINATION OF GUARANTEED INCOME FUND INVESTMENT ADDENDUM.

We may terminate this Investment Addendum upon 90 days' advance notice if:

- (i) We determine that the continued operation of the Guaranteed Income Fund is no longer commercially desirable for the class of business to which this Agreement belongs, and
- (ii) We notify all investors belonging to the same class of business as this Agreement and utilizing the Guaranteed Income Fund in writing that We are terminating the Guaranteed Income Fund.

The following provisions apply as of the date We terminate the Guaranteed Income Fund as provided above.

- (A) We will not accept additional Deposits or Transfers into the GIA and

We will not make additional Transfers, Distributions, or Termination Disbursements from the GIA, except as provided in (B) and (C) below.

(B) We will determine the amount of any outstanding Asset Charge attributable to the GIA, as described in Section 1.4 of this Investment Addendum and the Expense Schedule. We will withdraw the amount from the GIA unless You agree to pay the Asset Charge, as described in the Base Agreement.

(C) You may transfer the GIA balance in a lump sum to any other investment option represented by an Investment Addendum under this Agreement. We will disburse any remaining GIA balance in a lump sum as You direct in writing. If You do not transfer the GIA balance to another investment option under this Agreement, or otherwise direct Us to disburse the balance, We will transfer the GIA balance to a non-interest bearing account until such time as You transfer the GIA balance to another investment option under this Agreement, or otherwise direct Us to disburse the balance.

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MEMORANDUM OF VARIABILITY

Nature and Scope of changes in portions of Contract Form

GA-2020-IA-0805-41312

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

- A Allows for changes to the basic identifying information used in issuing the contract, e.g. names, dates, addresses. The Table of Contents may be modified to properly reflect final pagination and attachments.