

SERFF Tracking Number: PRUD-126720507 State: Arkansas
Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 46696
Company Tracking Number: PRGA-GA-2020-TGWB5-0805-EL-AR
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GA-2020-TGWB5-0805
Project Name/Number: GA-2020-TGWB5-0805/GA-2020-TGWB5-0805

Filing at a Glance

Company: Prudential Retirement Insurance and Annuity Company

Product Name: GA-2020-TGWB5-0805 SERFF Tr Num: PRUD-126720507 State: Arkansas

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- Closed State Tr Num: 46696

Sub-TOI: A03G.002 Flexible Premium Co Tr Num: PRGA-GA-2020-TGWB5-0805-EL-AR State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Disposition Date: 09/07/2010

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Date Submitted: 09/02/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

General Information

Project Name: GA-2020-TGWB5-0805

Status of Filing in Domicile: Authorized

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Project Number: GA-2020-TGWB5-0805 Date Approved in Domicile: 06/11/2010
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Overall Rate Impact: Group Market Type: Employer, Trust
Filing Status Changed: 09/07/2010 Explanation for Other Group Market Type:
State Status Changed: 09/07/2010

Deemer Date: Created By: Laurie Kaszuba
Submitted By: Erin Laurent Corresponding Filing Tracking Number:
Filing Description:
Re: General Filing of:
Group Annuity Contract Rider GA-2020-TGWB5-0805
Group Annuity Contract Amendment Form DCA-2020-TGWB4-AMEND-2010
(referred to collectively as the "Forms")

We enclose for approval on a general basis Group Annuity Contract Rider Form GA-2020-TGWB5-0805 ("Target 5 Rider") and Group Annuity Contract Amendment Form DCA-2020-TGWB4-AMEND-2010 ("Amendment Form"). These Forms are new and do not replace any form previously submitted to the Department.

The Target 5 Rider is similar to Group Variable Rider Form GA-2020-TGWB4-0805 ("Target 4 Rider") which was approved by the Department on December 10, 2009 under SERFF tracking # PRUD-126288532. The Target 5 Rider will be issued in conjunction with previously approved group annuity contract forms issued to pension and profit sharing plans qualified under Section 401(a) of the Internal Revenue Code and government sponsored deferred compensation plans qualified under Section 457 of the Internal Revenue Code. The Target 5 Rider will be issued as part of a new contract, or as an amendment to an in-force contract. When issued as an amendment, an amendment cover page will be used.

The Amendment Form will be used to amend the Target 4 Rider that is part of the in-force group annuity contract issued to the above-mentioned types of plans.

The purpose of these Forms is to provide for the plan level portability of our guarantees under the Prudential IncomeFlex® Target (sm) ("IFX Target") benefit from an existing PRIAC group annuity contract to a successor PRIAC group annuity contract, which also offers the IFX Target benefit, in the event that a plan sponsor decides to transfer all plan assets attributable to certain plan participants or their eligible spouses from the existing PRIAC contract to a successor PRIAC contract (e.g., plan spin-off), and chooses to transfer the guarantees associated with the IFX Target benefit.

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The Amendment Form will amend Section 9 of the Target 4 Rider under the existing contract to allow for the transfer of our guarantees for the benefit of plan participants or eligible spouses from the existing contract into the Target 5 Rider under the successor contract.

The Target 5 Rider under the successor contract will account for the acceptance of the prior IFX Target guarantees from the existing contract for such plan participants and their eligible spouses who were transferred into the successor contract.

For your reference, we have provided a redline comparison of the Target 5 Rider to the Target 4 Rider in the Supporting Documentation to aid in your review.

The Amendment Form and the IFX Target 5 Rider were approved by Connecticut Department of Insurance, our domicile state, on June 11, 2010.

The material enclosed in brackets on these Forms is variable, and subject to change as described in the Memoranda of Variability. When issued, these Forms may vary in format.

The filing fee of \$100.00 is being sent via EFT. The fee was calculated on this basis: 2 forms at \$50 = \$100. Please note that our domiciliary state, Connecticut, does not charge a filing fee, therefore, retaliatory filing fees are not applicable.

Company and Contact

Filing Contact Information

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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

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/07/2010	09/07/2010

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Disposition

Disposition Date: 09/07/2010

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	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	MOV for GA-2020-TGWB5-0805	Yes	Yes
Supporting Document	MOV for DCA-2020-TGWB4-AMEND-2010	Yes	Yes
Supporting Document	Redlined Comparison of Target 5 to Target 4	Yes	Yes
Supporting Document	Arkansas Certification	Yes	Yes
Form	Group Annuity Contract Rider	Yes	Yes
Form	Group Annuity Contract Amendment Form	Yes	Yes

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Form Schedule

Lead Form Number: GA-2020-TGWB5-0805

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GA-2020-TGWB5-0805	Policy/Cont Group Annuity ract/Fratern Contract Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			GA-2020-TGWB5-0805.pdf
	DCA-2020-TGWB4-AMEND-2010	Policy/Cont Group Annuity ract/Fratern Contract Amendment al Form Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			DCA-2020-TGWB4-AMEND-2010_8-13-10_.pdf

TARGET GUARANTEED WITHDRAWAL RIDER

SECTION 1. DEFINITIONS

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

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

The ^B[Annual Guaranteed Withdrawal Amount] shall not be greater than ^E[\$287,500] or less than ^E[\$250].

If a Prior Participant ^D[or a Prior Eligible Spouse] has established a Prior ^B[Annual Guaranteed Withdrawal Amount], on the date prior to the Transfer Date, then, on the Transfer Date, the initial ^B[Annual Guaranteed Withdrawal Amount] under this Rider is equal to the Prior ^B[Annual Guaranteed Withdrawal Amount]. The ^B[Annual Guaranteed Withdrawal Amount] available between the Transfer Date and the Participant's next Birthday will be equal to the remaining amount of guaranteed withdrawals available under the Prior ^A[Agreement / Contract] during the same Year on the Transfer Date.

- 3. BIRTHDAY.** The anniversary of the date of birth of the Participant or, if such date is not a Valuation Date, the Valuation Date immediately preceding such date.
- 4. CODE.** The Internal Revenue Code of 1986, as amended from time to time.
- 5. CONTRIBUTIONS.** Amounts contributed under the terms of the Plan after the date this Rider becomes part of the ^A[Agreement / Contract] that are allocated to an Active Eligible Investment for the benefit of a Participant. Contributions shall not

include amounts transferred on the Transfer Date from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to Active Eligible Investments.

6. CONVERSIONS. The value of amounts invested in an Eligible Investment on behalf of a Participant ^D[or Eligible Spouse] at the time such Eligible Investment first becomes an Active Eligible Investment, determined in accordance with the documents governing such Eligible Investment. Amounts allocated to an Active Eligible Investment at the time of Conversion shall not be considered Deposits or Transfers to the Active Eligible Investment. Conversions shall not include amounts transferred on the Transfer Date from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to an Eligible Investment under this ^A[Agreement / Contract] on its conversion date.

7. DEPOSITS. The initial amount of Contributions, Transferred Assets or Rollovers that are allocated to an Active Eligible Investment for the benefit of a Participant ^D[or Eligible Spouse] after the date this Rider becomes part of the ^A[Agreement / Contract]. Deposits shall not include amounts transferred on the Transfer Date from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to Active Eligible Investments.

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

9. ^D[ELIGIBLE SPOUSE.] A Spouse who is eligible to receive a Spousal Benefit and for whom a Participant has elected to receive a Spousal Benefit, in each case in accordance with this Rider, including the terms and conditions of Section 5. If a Participant elected a spousal benefit under the Prior ^A[Agreement / Contract], the eligible spouse within the meaning of the Prior ^A[Agreement / Contract] will be the Eligible Spouse under this Rider, and will be entitled to the Spousal Benefit in accordance with Section 5.]

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

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

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

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

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

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

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

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

For any Prior Participant ^D[or Prior Eligible Spouse], if the Transfer Date occurs on or after the Prior Participant's Prior Lock-In Date, then the Guaranteed Withdrawal Lock-In Date under this Rider is the Prior Lock-In Date.

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

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

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

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

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

^D[

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

For any Prior Participant ^D[or Prior Eligible Spouse], if the Transfer Date occurred on or after the Participant's Prior Lock-In Date, then the Guaranteed Withdrawal Percentage, for purposes of adjustments to the ^B[Annual Guaranteed Withdrawal Amount], shall equal the Prior Guaranteed Withdrawal Percentage.

18. ^D[HIGHEST BIRTHDAY VALUE. The initial Highest Birthday Value shall be equal to:

- a. the Guaranteed Withdrawal Market Value on the Start Date, unless (b) below applies; or
- b. the Prior Highest Birthday Value on the Transfer Date for any Prior Participant who has not elected a Prior Lock-In Date prior to the Transfer Date.

Thereafter, the Highest Birthday Value shall be the highest Guaranteed Withdrawal Market Value as of each of a Participant's Birthdays after the Start Date or Transfer]

^D[Date, as applicable, until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

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

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

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

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

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

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

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

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

For any Prior Participant ^D[or Prior Eligible Spouse], if the Transfer Date occurs on or after the Prior Lock-In Date, then the Income Base on the Transfer Date shall equal the Prior Income Base. Thereafter, Deposits, Transfers, Conversions, Step-Up Amounts, and

Excess Withdrawals that occur after the Transfer Date may increase or decrease the Income Base in the manner set forth in Section 3 of this Rider.

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

21. PRIOR ^A[AGREEMENT / CONTRACT]. A PRIAC ^A[investment agreement / group annuity contract] that provided for the transfer of certain guaranteed withdrawal benefits to this ^A[Agreement / Contract].

22. PRIOR ^B[ANNUAL GUARANTEED WITHDRAWAL AMOUNT]. The ^B[Annual Guaranteed Withdrawal Amount] for the benefit of the Prior Participant ^D[or Prior Eligible Spouse] as determined under the Prior ^A[Agreement / Contract] on the Transfer Date.

23. ^D[PRIOR ELIGIBLE SPOUSE. An Eligible Spouse under the Prior ^A[Agreement / Contract] who has (a) a balance allocated to one or more active eligible investments within the meaning of the guarantee withdrawal rider under the Prior ^A[Agreement / Contract] that was transferred in its entirety to one or more Active Eligible Investments within the meaning of this ^A[Agreement / Contract], or (b) on the Transfer Date, the right, under the Prior ^A[Agreement / Contract], to payments from Our general account equal to the Prior ^B[Annual Guaranteed Withdrawal Amount].]

24. PRIOR EXCESS WITHDRAWAL. An excess withdrawal under the Prior ^A[Agreement / Contract] that occurs in the Year that includes the Transfer Date.

25. PRIOR GUARANTEED WITHDRAWAL PERCENTAGE. The Prior Participant's Guaranteed Withdrawal Percentage on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

26. PRIOR HIGHEST BIRTHDAY VALUE. The Prior Participant's Highest Birthday Value on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

27. PRIOR INCOME BASE. The Prior Participant's Income Base on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

28. PRIOR LOCK-IN DATE. The Prior Participant's Guaranteed Withdrawal Lock-In Date on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

29. PRIOR PARTICIPANT. A Participant under the Prior ^A[Agreement / Contract] who has (a) a balance allocated to one or more active eligible investments within the meaning of the guarantee withdrawal rider under the Prior ^A[Agreement / Contract] that was transferred in its entirety to one or more Active Eligible Investments within the meaning of this ^A[Agreement / Contract] or (b) on the Transfer Date, the right, under the Prior ^A[Agreement / Contract], to payments from Our general account equal to the Prior ^B[Annual Guaranteed Withdrawal Amount].

^D[**30. PRIOR ROLL-UP VALUE.** The Prior Participant's ^D[or Prior Eligible Spouse's] Roll-Up Value on the Transfer Date under the Prior ^B[Agreement / Contract].]

31. PRIOR SPOUSAL BENEFICIARY. The Prior Participant's Spousal Beneficiary on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

32. RIDER. This Target Guaranteed Withdrawal Rider that is a part of the ^A[Agreement / Contract].

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

^D[**34. ^B[ROLL-UP VALUE].** The ^B[Roll-Up Value] of a Participant ^D[or Eligible Spouse] equals the sum of all Deposits, Transfers and Conversions allocated to an Active Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of ^E[3]% from the date of the Deposit, Transfer or Conversion until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

For any Prior Participant, if the Transfer Date occurs before the Prior Lock-In Date, then the initial ^B[Roll-Up Value] on the Transfer Date shall equal the Prior ^B[Roll-Up Value]. Thereafter, the ^B[Roll-Up Value] of a Participant ^D[or Eligible Spouse] equals the sum of the initial ^B[Roll-Up Value] and all subsequent Deposits, Transfers and Conversions allocated to an Active Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of ^E[3]% from the date of the Deposit, Transfer or Conversion until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

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

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

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

35. SPOUSE. For purposes of this Rider, Spouse shall mean, at the times specified in this Rider:

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

^D[**36.SPOUSAL BENEFIT.** An optional benefit described in Section 5 of this Rider.]

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

If after the Start Date and before any Guaranteed Withdrawal Lock-In Date, the Guaranteed Withdrawal Market Value is equal to \$0.00, then any subsequent permitted allocation to an Active Eligible Investment on behalf of a Participant shall create a new Start Date.

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

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

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

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

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

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

43. TRANSFER. The initial amount that is transferred from another Plan investment option to an Active Eligible Investment for the benefit of a Participant ^D[or Eligible Spouse], other than amounts that are exchanged between Active Eligible Investments. Transfers shall not include amounts transferred from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to Active Eligible Investments within the meaning of this ^A[Agreement / Contract].

44. TRANSFER DATE. The date on which amounts allocated to active eligible investments within the meaning of the Prior ^A[Agreement / Contract] for the benefit of each Prior Participant ^D[or Prior Eligible Spouse] are transferred to one or more Active Eligible Investments.

45. TRANSFERRED ASSETS. Amounts contributed under the terms of the Plan prior to this Rider becoming part of the ^A[Agreement / Contract] or that are transferred to the Plan directly from another plan that meets the requirements of Code Sections ^G[401(a) / 457], other than Rollovers. Transferred Assets shall not include amounts transferred from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to an Eligible Investment under this ^A[Agreement / Contract].

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

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

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

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

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

SECTION 2. GUARANTEED WITHDRAWALS

2.1. Guaranteed Withdrawals. This section describes the Guaranteed Withdrawal feature of this Rider.

- a. Except as provided in 2.1(b). below, for any Participant, We guarantee that Guaranteed Withdrawals may be taken each Year, in an amount equal to the ^B[Annual Guaranteed Withdrawal Amount], starting at the Guaranteed Withdrawal Lock-In Date until the Participant's death. ^D[If the Spousal Benefit is elected, We guarantee that Guaranteed Withdrawals may be taken each Year after the Participant's death until the Eligible Spouse's death as described in Section 5 of this Rider.]
- b. For a Prior Participant ^D[or a Prior Eligible Spouse], if the Transfer Date occurs on or after the Prior Lock-In Date, then We guarantee that Guaranteed

Withdrawals may be taken each Year starting on the Transfer Date until the Participant's death in an amount equal to the ^B[Annual Guaranteed Withdrawal Amount].

^D[If the spousal benefit was elected under the Prior ^A[Agreement / Contract] before the Transfer Date, then We guarantee that Guaranteed Withdrawals may be taken each Year after the Participant's death until the death of the Eligible Spouse as described in Section 5 of this Rider.]

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

If on the Transfer Date a Prior Participant ^D[or a Prior Eligible Spouse] was receiving one or more payments from our general account equal to the Prior ^B[Annual Guaranteed Withdrawal Amount], then We will continue to make such payments under this Rider from Our general account, which in the aggregate during any Year will equal the Prior ^B[Annual Guaranteed Withdrawal Amount].

Any payment from Our general account will be made in one or more payments and:

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

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

2.3 Subsequent Allocations to Active Eligible Investments. If the Guaranteed Withdrawal Market Value is \$0.00 and we begin to make payments from our general account in accordance with Section 2.2, then, subject to Section 11.e, any permitted subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment for the benefit of a Participant shall cause a new Start Date. Except as provided in this Section 2.3, the Income Base established on this Start Date shall be determined separately and without regard to amounts payable under Section 2.2 or to other amounts or guarantees under this Rider from the period before such Start Date. The new Start Date automatically shall be a Guaranteed Withdrawal Lock-In Date. The Guaranteed Withdrawal Percentage used to determine the ^B[Annual Guaranteed Withdrawal Amount] under this Section 2.3 shall be the same Guaranteed Withdrawal Percentage used to

determine the amounts payable under Section 2.2. ^D[The Spousal Benefit election and Eligible Spouse, if applicable, under Section 5 for amounts payable under Section 2.2 shall automatically apply to the ^B[Annual Guaranteed Withdrawal Amount] established under this Section 2.3]. Thereafter, increases or decreases to the new Income Base shall be in accordance with Section 3.

2.4 Amounts Allocated to Inactive Eligible Investments. Subject to the provisions of this Rider, including Section 7, Section 8 and Section 10, amounts allocated to an Inactive Eligible Investment for the benefit of a Participant shall be eligible for Our guarantees under the terms of this Rider upon its Guarantee Activation Date.

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

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

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

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

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

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

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

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

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

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

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

3.3. Income Base and ^B[Annual Guaranteed Withdrawal Amount] Decreased By Excess Withdrawals. If an Excess Withdrawal is taken in a Year, the Income Base will be decreased by the percentage equivalent to the ratio of (i) the amount of the Excess

Withdrawal and (ii) the Guaranteed Withdrawal Market Value as of the Valuation Date of the Excess Withdrawal without reduction for the amount of the Excess Withdrawal.

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

SECTION 4. WITHDRAWALS

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

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

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

Except as provided in the next paragraph below, if the Spouse is the Participant's ^I[sole] beneficiary under the Plan on the date the Participant's Guaranteed Withdrawal Lock-In Date is elected, as part of that election an irrevocable election may also be made to have the ^B[Annual Guaranteed Withdrawal Amount] continue to be available after the Participant's death as Guaranteed Withdrawals during the life of the Spouse.

If a Prior Participant had elected the Prior Spousal Benefit prior to the Transfer Date, and such spouse is the sole beneficiary under the Plan on the Transfer Date, then such spouse will be the Eligible Spouse under this Rider. The Participant's ^B[Annual Guaranteed Withdrawal Amount] under this Rider will continue to be available after the Participant's death as Guaranteed Withdrawals during the life of the Spouse.

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

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

The election under this Section 5 may not be made prior to the date both the Participant and the Spouse have attained age ^E[55]. Upon the Eligible Spouse's death, any ^B[Annual Guaranteed Withdrawal Amount] will cease to be available and any Guaranteed Withdrawal Market Value shall be payable pursuant to Section 6.1 of this Rider.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is]

^D[the Participant's civil union partner or spouse in a same-gender marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the Spousal Benefit under this Rider.]

SECTION 6. PAYMENTS UPON DEATH

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

6.2 Spousal Beneficiary. If the Participant dies ^D[before his or her Guaranteed Withdrawal Lock-In Date, or after his or her Guaranteed Withdrawal Lock-In Date but without having elected the Spousal Benefit], and if the Spouse is the Participant's beneficiary under the terms of the Plan on the date of the Participant's death, then, subject to the terms of the Plan and the Code, the amounts invested in Eligible Investments for the behalf of such surviving Spouse may remain invested in one or more Eligible Investments subject to the following.

All of Our guarantees under this Rider for the benefit of the Participant immediately shall expire with no value and any existing ^{B&D}[Roll-Up Value and] ^D[Highest Birthday Value] and ^B[Annual Guaranteed Withdrawal Amount] shall be reset to zero. The value of any amounts currently invested in Active Eligible Investments for the benefit of the surviving Spouse, determined in accordance with the documents governing such Active Eligible Investments, shall be deemed a new Deposit to such Active Eligible Investments for the benefit of the surviving Spouse, creating a new Start Date. On this new Start Date, the Income Base shall be reset to equal the then current Guaranteed Withdrawal Market Value. Thereafter, for purposes of this Rider only, the Spouse shall have the rights of a "Participant" and the Spouse's date of birth shall be used to determine the Birthday.

For purposes of this Rider, a Spouse, who is a Prior Spousal Beneficiary and has a balance allocated to one or more active eligible investments within the meaning of the guarantee withdrawal rider under the Prior ^A[Agreement / Contract] that was transferred in its entirety to one or more Active Eligible Investment within the meaning of this ^A[Agreement / Contract], is considered a Participant under this Rider.

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

SECTION 7. FEES.

7.1. Guarantee Fee. The Guarantee Fee is the product of (i) the Guaranteed Withdrawal Market Value and (ii) the current annual rate not to exceed the maximum annual rate of ^J[1.50%.]

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

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

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

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

SECTION 8. TERMINATION OR DISCONTINUANCE

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

- a. No amounts are allocated to Eligible Investments for the benefit of the Participant ^D[or Eligible Spouse] and the Income Base equals \$0.00; or
- b. Pursuant to the terms of the Plan or the Code, the Plan is required to distribute the Participant's ^D[or Eligible Spouse's] entire interest in the Plan.

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

8.3. PRIAC Termination. We reserve the right in Our sole judgment (i) to cease accepting at any time amounts for allocations to an Eligible Investment, and (ii) to not permit exchanges between Eligible Investments. We will exercise these rights in the circumstances when:

- a. due to economic environment, capital markets, legal or regulatory framework or strategic business priorities of PRIAC, we determine that offering Our guarantees under this Rider is no longer commercially practical or desirable, or
- b. we determine that the Eligible Investments have materially changed their holdings, strategies, investment policies or risk/return characteristics, or
- c. in connection with the termination or discontinuance of allocations to Eligible Investments by person authorized to do so, on behalf of the Plan.

Our exercise of this right shall not affect Our guarantees with regard to (1) amounts allocated to Eligible Investments on the effective date of Our ceasing to accept such amounts, and (2) Conversions allocated to Active Eligible Investments, subject to adjustments to the Guarantee Fee pursuant to Section 7.1 and the terms of this Rider.

SECTION 9. PORTABILITY OF OUR GUARANTEES

9.1. Portability of Guarantees in Connection with Eligible Rollover Distributions.

The portability described in this Section 9.1 is not available for amounts paid from our general account under Section 2.2.

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

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

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

- a. If the Participant ^D[or Eligible Spouse] transfers directly to such contract all of his or her Guaranteed Withdrawal Market Value under this Rider, then on the date of such transfer:
 - i. if the transfer occurs before the Participant's Guaranteed Withdrawal Lock-In Date, the ^H["highest birthday value" under such contract shall be the Highest Birthday Value] under this Rider; and
 - ii. if the transfer occurs on or after the Participant's Guaranteed Withdrawal Lock-In Date, the "income base" and ^B["annual guaranteed withdrawal amount"] under such contract shall be the Income Base and ^B[Annual Guaranteed Withdrawal Amount], respectively; or
- b. If the entire Guaranteed Withdrawal Market Value is not transferred directly, the Participant ^D[or the Eligible Spouse] may make a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value to such contract. On the date of the transfer, the ^H["highest birthday value" under such contract shall be the Highest Birthday Value] under this Rider, and the "income base" and "^B[annual guaranteed withdrawal amount]" under such contract shall be the Income Base and ^B[Annual Guaranteed Withdrawal Amount], respectively, in all cases reduced by the percentage equivalent to the ratio of (i) the amount of the Guaranteed Withdrawal Market Value remaining after the transfer and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.
- c. If a Participant's ^D[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and he or she transfers directly all of his or her Guaranteed Withdrawal Market Value under this Rider, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:
 - i. the ^H["highest birthday value" under each such contract shall be the Highest Birthday Value] under this Rider, and the "income base" and "^B[annual guaranteed withdrawal amount]" under each such contract shall be the Income Base and ^B[Annual Guaranteed Withdrawal Amount], under this Rider, respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

Such contract(s) may contain a minimum contribution requirement and have different provisions than this Rider for Our guarantees or determining the value of Our guarantees under such contract(s). ^D[In each case, the “spousal benefit election” under such contract(s) shall be the Spousal Benefit election under this Rider.]

9.2. Portability of Guarantees in Connection with the Transfer of Plan Assets to another PRIAC ^A[Agreement / Contract].

If You, or such person(s) authorized to make decisions on behalf of the Plan, agree to transfer all Plan assets allocated to Active Eligible Investments for the benefit of Plan Participants ^D[or Eligible Spouses] under this ^A[Agreement / Contract] to a similar ^A[agreement / contract] with Us (the “Successor ^A[Agreement / Contract]”), and if the Successor ^A[Agreement / Contract] offers one or more active eligible investments required for Our guarantees, then We shall allow Our guarantees to such Participants ^D[or Eligible Spouses], who have a balance allocated to Active Eligible Investments or the current right to payments from our general account under this Rider, to be transferred to the Successor ^A[Agreement / Contract] as described below:

- i. If the Guaranteed Withdrawal Lock-In Date has not occurred on or before the date of such transfer, then such Participant’s ^D[“highest birthday value”] ^D[and] ^{B&D}[“roll-up value”] under the Successor ^A[Agreement / Contract] shall be the ^D[the greater of] ^D[Highest Birthday Value] ^D[and] ^{B&D}[Roll-Up Value] under this Rider on the date of such transfer; and
- ii. If the Guaranteed Withdrawal Lock-In Date is prior to the date of such transfer, then such Participant’s ^D[or Eligible Spouse’s] ^B[“annual guaranteed withdrawal amount”] and “income base” ^D[and spousal benefit election] under the Successor ^A[Agreement / Contract] shall be the ^B[Annual Guaranteed Withdrawal Amount] and Income Base ^D[and Spousal Benefit election], respectively, under this Rider.

The amount and types of fees and expenses, active eligible investments and other terms and conditions of the Successor ^A[Agreement / Contract] may differ significantly from this ^A[Agreement / Contract], and availability of the Successor ^A[Agreement / Contract] will be subject to any required regulatory approvals in the jurisdiction where the Successor ^A[Agreement / Contract] will be issued.

SECTION 10. INVESTMENTS

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

Investments. We may exercise this right with respect to an Eligible Investment if We are no longer accepting amounts for allocation into that Eligible Investment.

SECTION 11. LIMITATIONS

We reserve the right to not accept amounts for allocation to an Eligible Investment:

- a. for ^C[ninety (90)] days after the date amounts are allocated from the same Eligible Investment, if the transaction is a Rollover or an exchange from another Plan investment option;
- b. if the amount allocated is a lump sum repayment of a loan made by the Plan to the Participant;
- c. if the total amount allocated to all Eligible Investments in any Year is greater than ^E[\$1,000,000] or the total amount of all allocations to all Eligible Investments is greater than ^E[\$2,000,000];
- d. if the amount allocated is for the benefit of any individual who is a Participant's beneficiary under the Plan, but ineligible for distribution of the Participant's interest under the Plan in accordance with Section 401(a)(9)(B)(iv) of the Code; or
- e. if the amount is allocated for the benefit of any Plan Participant ^D[or Eligible Spouse] receiving payments from our general account pursuant to Section 2.2.

SECTION 12. MISCELLANEOUS

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

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

- a. the ^B[Annual Guaranteed Withdrawal Amount] at the Guaranteed Withdrawal Lock-In Date is less than any minimum ^B[Annual Guaranteed Withdrawal Amount] required by Us in this Rider; or
- b. the Plan requires the Participant's ^D[or Eligible Spouse's] Plan account balance to be distributed without the Participant's ^D[or Eligible Spouse's] consent, other than distributions intended to comply with requirements of Section 401(a)(9) of the Code or regulations thereunder, and such amount

is not transferred directly to a contract in accordance with Section 9.1 of this Rider.

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

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

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

In the RMD Payment Year that includes the Transfer Date, the most recent RMD value, if any, determined under the Prior ^A[Agreement / Contract] shall be the RMD Value, until the RMD Calculation Date that next occurs on or after the Transfer Date.

12.4. Misstatements and Corrections. For purposes of this Rider, if We discover that the Participant's ^D[or Eligible Spouse's] age or spousal status pertaining to Our guarantees under this Rider was misstated, or We discover a clerical error, We will adjust the benefit and any fees on an actuarially equivalent basis.

12.5. Prudential Phone Number. For information and assistance, you may contact Us at Our toll-free number: ^M[800-534-4054]. You will be informed of any changes to this toll-free number by written notice.

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

AMENDMENT

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

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

NOW THEREFORE, effective ^A[MMMM DD, 20YY] the Target Guaranteed Withdrawal Rider ("Rider") of the ^B[Agreement / Contract], as constituted immediately prior to the effective date of this Amendment, is hereby amended as follows:

SECTION 9. PORTABILITY OF OUR GUARANTEES of the Rider is deleted and is replaced with the following Section 9.

SECTION 9. PORTABILITY OF OUR GUARANTEES

9.1. Portability of Guarantees in Connection with Eligible Rollover Distributions. The portability described in this Section 9.1 is not available for amounts paid from our general account under Section 2.2.

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

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

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

- a. If the Participant ^C[or Eligible Spouse] transfers directly to such contract all of his or her Guaranteed Withdrawal Market Value under this Rider, then on the date of such transfer:
- i. if the transfer occurs before the Participant's Guaranteed Withdrawal Lock-In Date, the ^E["highest birthday value" under such contract shall be the Highest Birthday Value] under this Rider; and
 - ii. if the transfer occurs on or after the Participant's Guaranteed Withdrawal Lock-In Date, the "income base" and ^D["annual guaranteed withdrawal amount"] under such contract shall be the Income Base and ^D[Annual Guaranteed Withdrawal Amount], respectively; or
- b. If the entire Guaranteed Withdrawal Market Value is not transferred directly, the Participant ^C[or the Eligible Spouse] may make a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value to such contract. On the date of the transfer, the ^E["highest birthday value" under such contract shall be the Highest Birthday Value] under this Rider, and the "income base" and ^D["annual guaranteed withdrawal amount"] under such contract shall be the Income Base and ^D[Annual Guaranteed Withdrawal Amount], respectively, in all cases reduced by the percentage equivalent to the ratio of (i) the amount of the Guaranteed Withdrawal Market Value remaining after the transfer and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.
- c. If a Participant's ^C[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and he or she transfers directly all of his or her Guaranteed Withdrawal Market Value under this Rider, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:
- i. the ^E["highest birthday value" under each such contract shall be the Highest Birthday Value] under the Rider, and the "income base" and ^D["annual guaranteed withdrawal amount"] under each such contract shall be the Income Base and ^D[Annual Guaranteed Withdrawal Amount], respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

Such contract(s) may contain a minimum contribution requirement and have different provisions than this Rider for Our guarantees or determining the value of Our guarantees under such

contract(s). ^D[In each case, the “spousal benefit election” under such contract shall be the Spousal Benefit election under this Rider.]

9.2. Portability of Guarantees in Connection with Transfer of Plan Assets to another PRIAC ^B[Agreement / Contract].

If You, or such person(s) authorized to make decisions on behalf of the Plan, agree to transfer all Plan assets allocated to Active Eligible Investments for the benefit of Plan Participants ^D[or Eligible Spouses] under this ^B[Agreement / Contract] to a similar ^B[agreement / contract] with Us (the “Successor ^B[Agreement / Contract]”), and if the Successor ^B[Agreement / Contract] offers one or more “active eligible investments” required for Our guarantees, then We shall allow Our guarantees to such Participants ^D[or their Eligible Spouses], who have a balance allocated to Active Eligible Investments or the current right to payments from our general account under this Rider, to be transferred to the Successor ^B[Agreement / Contract] as described below:

- i. If the Guaranteed Withdrawal Lock-In Date has not occurred on or before the date of such transfer, then such Participant’s ^C[“highest birthday value”] ^C[and] ^{C&D}[“roll-up value”] under the Successor ^B[Agreement / Contract] shall be the ^C[the greater of] ^C[Highest Birthday Value] ^C[and] ^{C&D}[Roll-Up Value] under this Rider on the date of such transfer; and
- ii. If the Guaranteed Withdrawal Lock-In Date is prior to the date of such transfer, then such Participant’s ^C[or Eligible Spouse’s] ^D[“annual guaranteed withdrawal amount”] and “income base” ^C[and spousal benefit election] under the Successor ^B[Agreement / Contract] shall be the ^D[Annual Guaranteed Withdrawal Amount] and Income Base ^C[and Spousal Benefit election], respectively, under this Rider.

The amount and types of fees and expenses, active eligible investments and other terms and conditions of the Successor ^B[Agreement / Contract] may differ significantly from this ^B[Agreement / Contract], and availability of the Successor ^B[Agreement / Contract] will be subject to any required regulatory approvals in the jurisdiction where the Successor ^B[Agreement / Contract] will be issued.

Except as described in this Amendment, all other provisions of the ^B[Agreement / Contract] remain unchanged and in force.

^A [ABC COMPANY INC.]	PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
By: _____	By: ^A [_____]
Title: _____	Title: ^A [Second Vice President]
Date: _____	Date: _____

SERFF Tracking Number: PRUD-126720507 State: Arkansas
Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 46696
Company Tracking Number: PRGA-GA-2020-TGWB5-0805-EL-AR
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GA-2020-TGWB5-0805
Project Name/Number: GA-2020-TGWB5-0805/GA-2020-TGWB5-0805

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: MOV for GA-2020-TGWB5-0805

Comments:

Attached is the Memorandum of Variability for Rider Form GA-2020-TGWB5-0805.

Attachment:

MOV GA-2020-TGWB5-0805.pdf

Item Status: **Status Date:**

Satisfied - Item: MOV for DCA-2020-TGWB4-AMEND-2010

Comments:

Attached is the Memorandum of Variability for Amendment Form DCA-2020-TGWB4-AMEND-2010.

Attachment:

MOV DCA-2020-TGWB4-AMEND-2010.pdf

Item Status: **Status Date:**

Satisfied - Item: Redlined Comparison of Target 5 to Target 4

Comments:

Attached is the redlined comparison of the Target 5 Rider to the Target 4 Rider.

Attachment:

Redlined compare of Target 5 to Target 4.pdf

Item Status: **Status Date:**

Satisfied - Item: Arkansas Certification

Comments:

Attached is a Certification that this filing is in compliance with Regulation 19, Regulation 49, ACA 23-79-138, and all other applicable requirements.

SERFF Tracking Number: PRUD-126720507 *State:* Arkansas
Filing Company: Prudential Retirement Insurance and Annuity *State Tracking Number:* 46696
Company
Company Tracking Number: PRGA-GA-2020-TGWB5-0805-EL-AR
TOI: A03G Group Annuities - Deferred Variable *Sub-TOI:* A03G.002 Flexible Premium
Product Name: GA-2020-TGWB5-0805
Project Name/Number: GA-2020-TGWB5-0805/GA-2020-TGWB5-0805

Attachment:

Arkansas Certification.pdf

MEMORANDUM OF VARIABILITY

Nature and Scope of changes in portions of Form

GA-2020-TGWB5-0805

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

- A The text will vary as needed to conform to the text of the agreement the Form is used with.
- B The names of these terms may vary to allow flexibility to change them to be consistent with enrollment materials and other descriptions provided to our clients and plan participants. Upon such change, the numerical sequence of the term as it appears in Section 1 will also change. Some examples are as follows: we may change the name of the term “Annual Guaranteed Withdrawal Amount” to “Lifetime Annual Withdrawal Amount” or the name of the term “Roll-Up Value” to “Guaranteed Income Growth Value”.
- C Day counts may vary according to the terms agreed upon with the client.
- D The text will be included or excluded according to the terms agreed upon with the client. For highest birthday value and roll-up value, both may be included, or either one may be excluded, but not both. For Section 9.2, the phrase “the greater of” will be included when both highest birthday value and roll-up value are included under the Prior Agreement or Contract, but either one of them is included under the Successor Agreement or Contract.
- E Ages, dollar amounts, date, number of years, and percentages will vary in accordance with PRIAC’s underwriting guidelines. Changes to inforce Forms will only be made prospectively unless such a change would be beneficial to the participant.
- F This text may vary to allow for changes to definition for future investment changes to the Department of Labor regulations.
- G Text will be modified to align with the type of plan being covered by the Form (e.g. 401 or 457).
- H The text included is the default text, but may be replaced with one of the variations below depending on whether the Form or the IRA contract include or exclude the “highest birthday value” or “roll-up value”. For Section 9.1(c), the alternative text variations are exactly as shown below. For Section 9.1(a) and (b), the word “each” in each variation will be deleted, all other text variations will not change. The term “Roll-Up Value” is subject to change as described in Item B above.

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

- 4 “highest birthday value and ^B [“roll-up value”] under [each] such contract shall each equal the Highest Birthday Value
- I This text may be included or excluded. When included, the text may vary to conform to the terms of the particular qualified plan's beneficiary provisions.
- J The maximum Guarantee Fee may be changed prospectively for an entire class of business.
- K Items will vary according to the terms agreed upon with the client.
- L The text will be included or excluded based on the legal requirements applicable to the type of plan covered under the contract.
- M To allow for changes to the Prudential toll-free number.

MEMORANDUM OF VARIABILITY

Nature and Scope of changes in portions of Form

DCA-2020-TGWB4-AMEND-2010

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

- A The text will change to reflect contract-holder name, signatories, titles, contract number and appropriate effective dates. Signatory and Title for PRIAC will always be an officer of the company.
- B The text will vary as needed to conform to the text of the agreement the Form is used with.
- C The text will be included or excluded according to the terms agreed upon with the client. For highest birthday value and roll-up value, both may be included, or either one may be excluded, but not both. For Section 9.2.i, the phrase “the greater of” will be included when both highest birthday value and roll-up value are included under the Prior Agreement or Contract, but either one of them, not both, is included under the Successor Agreement or Contract.
- D The names of these terms may vary to allow flexibility to change them to be consistent with enrollment materials and other descriptions provided to our clients and plan participants. Upon such change, the numerical sequence of the term as it appears in Section 1 will also change. Some examples are as follows: we may change the name of the term “Annual Guaranteed Withdrawal Amount” to “Lifetime Annual Withdrawal Amount” or the name of the term “Roll-Up Value” to “Guaranteed Income Growth Value”.
- E The text included is the default text, but may be replaced with one of the variations below depending on whether the Form or the IRA contract include or exclude the “highest birthday value” or “roll-up value”. For Section 9.1.c, the alternative text variations are exactly as shown below. For Sections 9.1.a. and 9.1.b., the word “each” in each variation will be deleted; all other text variations will not change. The term “Roll-Up Value” is subject to change as described in Item D above.

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

TARGET GUARANTEED WITHDRAWAL RIDER

SECTION 1. DEFINITIONS

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

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

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

The ^{J~~B~~} ^B[Annual Guaranteed Withdrawal Amount] shall not be greater than ^E[\$~~250,000~~287,500] or less than ^E[\$~~1,000~~].250].

If a Prior Participant ^D[or a Prior Eligible Spouse] has established a Prior ^B[Annual Guaranteed Withdrawal Amount], on the date prior to the Transfer Date, then, on the Transfer Date, the initial ^B[Annual Guaranteed Withdrawal Amount] under this Rider is equal to the Prior ^B[Annual Guaranteed Withdrawal Amount]. The ^B[Annual Guaranteed Withdrawal Amount] available between the Transfer Date and the Participant's next Birthday will be equal to the remaining amount of guaranteed withdrawals available under the Prior ^A[Agreement / Contract] during the same Year on the Transfer Date.

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

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

5. CONTRIBUTIONS. Amounts contributed under the terms of the Plan after the date this Rider becomes part of the ^BA[Agreement / Contract] that are allocated to an Active Eligible Investment for the benefit of a Participant.- Contributions shall not include amounts transferred on the Transfer Date from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to Active Eligible Investments.

6. CONVERSIONS. The value of amounts invested in an Eligible Investment on behalf of a Participant ^D[or Eligible Spouse] at the time such Eligible Investment first becomes an Active Eligible Investment, determined in accordance with the documents governing such Eligible Investment. Amounts allocated to an Active Eligible Investment at the time of Conversion shall not be considered Deposits or Transfers to the Active Eligible Investment. Conversions shall not include amounts transferred on the Transfer Date from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to an Eligible Investment under this ^A[Agreement / Contract] on its conversion date.

7. DEPOSITS. The initial amount of Contributions, Transferred Assets or Rollovers that are allocated to an Active Eligible Investment for the benefit of a Participant ^D[or Eligible Spouse] after the date this Rider becomes part of the ~~^B[Agreement / Contract]~~, ^A[Agreement / Contract]. Deposits shall not include amounts transferred on the Transfer Date from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to Active Eligible Investments.

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

~~^D[9. ^D[ELIGIBLE SPOUSE. A Spouse who is eligible to receive a Spousal Benefit and for whom a Participant has elected to receive a Spousal Benefit, in each case in accordance with this Rider, including the terms and conditions of Section 5-].~~ If a Participant elected a spousal benefit under the Prior ^A[Agreement / Contract], the eligible spouse within the meaning of the Prior ^A[Agreement / Contract] will be the Eligible Spouse under this Rider, and will be entitled to the Spousal Benefit in accordance with Section 5.]

10. EXCESS WITHDRAWAL. The aggregate amount of Withdrawals in any Year in excess of the ^JB[Annual Guaranteed Withdrawal Amount] for that Year other than: (1) certain Withdrawals to comply with the requirements of Section 401(a)(9) of the Code as set forth in Section 12.3 of this Rider, and (2) any ^BA[Agreement / Contract]-related Expenses described in Section 7.3 of this Rider ^D[other than any applicable Asset

Charge^J.] Excess Withdrawals in any Year are not reduced by the amount of any subsequent Deposits, Transfers or Conversions allocated to an Active Eligible Investment during such Year.

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

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

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

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

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

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

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

For any Prior Participant ^D [or Prior Eligible Spouse], if the Transfer Date occurs on or after the Prior Participant's Prior Lock-In Date, then the Guaranteed Withdrawal Lock-In Date under this Rider is the Prior Lock-In Date.

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

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

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

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

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

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

For any Prior Participant ^D[or Prior Eligible Spouse], if the Transfer Date occurred on or after the Participant's Prior Lock-In Date, then the Guaranteed Withdrawal Percentage, for purposes of adjustments to the ^B[Annual Guaranteed Withdrawal Amount], shall equal the Prior Guaranteed Withdrawal Percentage.

18. ^D[HIGHEST BIRTHDAY VALUE. The initial Highest Birthday Value shall be equal to:

- a. the Guaranteed Withdrawal Market Value on the Start Date, and thereafter unless (b) below applies; or

b. the Prior Highest Birthday Value on the Transfer Date for any Prior Participant who has not elected a Prior Lock-In Date prior to the Transfer Date.

Thereafter, the Highest Birthday Value shall be the highest Guaranteed Withdrawal Market Value as of each of a Participant's Birthdays after the Start Date or Transfer]

^D[Date, as applicable, until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

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

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

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

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

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

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

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

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

For any Prior Participant ^D[or Prior Eligible Spouse], if the Transfer Date occurs on or after the Prior Lock-In Date, then the Income Base on the Transfer Date shall equal the

Prior Income Base. Thereafter, Deposits, Transfers, Conversions, Step-Up Amounts, and Excess Withdrawals that occur after the Transfer Date may increase or decrease the Income Base in the manner set forth in Section 3 of this Rider.

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

21. PRIOR ^A[AGREEMENT / CONTRACT]. A PRIAC ^A[investment agreement / group annuity contract] that provided for the transfer of certain guaranteed withdrawal benefits to this ^A[Agreement / Contract].

22. PRIOR ^B[ANNUAL GUARANTEED WITHDRAWAL AMOUNT]. The ^B[Annual Guaranteed Withdrawal Amount] for the benefit of the Prior Participant ^D[or Prior Eligible Spouse] as determined under the Prior ^A[Agreement / Contract] on the Transfer Date.

23. ^D[PRIOR ELIGIBLE SPOUSE. An Eligible Spouse under the Prior ^A[Agreement / Contract] who has (a) a balance allocated to one or more active eligible investments within the meaning of the guarantee withdrawal rider under the Prior ^A[Agreement / Contract] that was transferred in its entirety to one or more Active Eligible Investments within the meaning of this ^A[Agreement / Contract], or (b) on the Transfer Date, the right, under the Prior ^A[Agreement / Contract], to payments from Our general account equal to the Prior ^B[Annual Guaranteed Withdrawal Amount].]

24. PRIOR EXCESS WITHDRAWAL. An excess withdrawal under the Prior ^A[Agreement / Contract] that occurs in the Year that includes the Transfer Date.

25. PRIOR GUARANTEED WITHDRAWAL PERCENTAGE. The Prior Participant's Guaranteed Withdrawal Percentage on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

26. PRIOR HIGHEST BIRTHDAY VALUE. The Prior Participant's Highest Birthday Value on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

27. PRIOR INCOME BASE. The Prior Participant's Income Base on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

28. PRIOR LOCK-IN DATE. The Prior Participant's Guaranteed Withdrawal Lock-In Date on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

29. PRIOR PARTICIPANT. A Participant under the Prior ^A[Agreement / Contract] who has (a) a balance allocated to one or more active eligible investments within the meaning of the guarantee withdrawal rider under the Prior ^A[Agreement / Contract] that was transferred in its entirety to one or more Active Eligible Investments within the meaning of this ^A[Agreement / Contract] or (b) on the Transfer Date, the right, under the

Prior ^A[Agreement / Contract], to payments from Our general account equal to the Prior ^B[Annual Guaranteed Withdrawal Amount].

^D[30.PRIOR ROLL-UP VALUE. The Prior Participant's ^D[or Prior Eligible Spouse's] Roll-Up Value on the Transfer Date under the Prior ^B[Agreement / Contract].]

31. PRIOR SPOUSAL BENEFICIARY. The Prior Participant's Spousal Beneficiary on the Transfer Date as determined under the Prior ^A[Agreement / Contract].

32. RIDER. This Target Guaranteed Withdrawal Rider that is a part of the ^{B^A}[Agreement / Contract].

2233. ROLLOVERS. Amounts contributed to the Plan under Code Sections 401(a)(31), 402(c), 403(a)(4) or 408(d)(3)(A)(ii).

^D[~~23.~~ ^J34. ^B[ROLL-UP VALUE]. The ^{J^B}[Roll-Up Value] of a Participant ^D[or Eligible Spouse] equals the sum of all Deposits, Transfers and Conversions allocated to an Active Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of ^E[3]% from the date of the Deposit, Transfer or Conversion until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

For any Prior Participant, if the Transfer Date occurs before the Prior Lock-In Date, then the initial ^B[Roll-Up Value] on the Transfer Date shall equal the Prior ^B[Roll-Up Value]. Thereafter, the ^B[Roll-Up Value] of a Participant ^D[or Eligible Spouse] equals the sum of the initial ^B[Roll-Up Value] and all subsequent Deposits, Transfers and Conversions allocated to an Active Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of ^E[3]% from the date of the Deposit, Transfer or Conversion until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

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

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

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

^D[~~24-35.~~ **SPOUSE.** For purposes of this Rider, Spouse shall mean, at the times specified in this Rider:

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

^D[~~25-36.~~ **SPOUSAL BENEFIT.** An optional benefit described in Section 5 of this Rider.]

~~2637.~~ **START DATE.** The date on which a Guaranteed Withdrawal Account under this Rider is established for a Participant. Except as provided in Section 2.3, this date shall be the date of the first allocation to an Active Eligible Investment on behalf of the Participant.

If after the Start Date and before any Guaranteed Withdrawal Lock-In Date, the Guaranteed Withdrawal Market Value is equal to \$0.00, then any subsequent permitted allocation to an Active Eligible Investment on behalf of a Participant shall create a new Start Date.

~~27-38.~~ **STEP-UP AMOUNT.** The excess, if any, of (a) over (b), determined annually as of the Step-Up Date, where:

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

~~2839.~~ **STEP-UP DATE.** After the Guaranteed Withdrawal Lock-In Date, each Valuation Date that immediately precedes the Participant's Birthday.

~~2940.~~ **TARGET DATE.** ^{HF}[The specified target date of each Target-Date Investment, such date being the approximate retirement date for which the asset allocation strategy is designed~~-.]~~

~~3041.~~ **TARGET-DATE INVESTMENT.** ^{HF}[An investment option with a mix of investments that takes into account a target date for retirement~~-.]~~

~~3142.~~ **TARGET-RISK INVESTMENT.** ^{HF}[An investment option with a mix of investments that takes into account characteristics of a group of employees or members as a whole, rather than each individual.]

32.43. TRANSFER. The initial amount that is transferred from another Plan investment option to an Active Eligible Investment for the benefit of a Participant ^D[or Eligible Spouse], other than amounts that are exchanged between Active Eligible Investments. Transfers shall not include amounts transferred from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to Active Eligible Investments within the meaning of this ^A[Agreement / Contract].

3344. TRANSFER DATE. The date on which amounts allocated to active eligible investments within the meaning of the Prior ^A[Agreement / Contract] for the benefit of each Prior Participant ^D[or Prior Eligible Spouse] are transferred to one or more Active Eligible Investments.

45. TRANSFERRED ASSETS. Amounts contributed under the terms of the Plan prior to this Rider becoming part of the ^{BA}[Agreement / Contract] or that are transferred to the Plan directly from another plan that meets the requirements of Code ~~Section ^B[401(a)/457] other than Rollovers.~~ Sections ^G[401(a) / 457], other than Rollovers. Transferred Assets shall not include amounts transferred from active eligible investments within the meaning of the Prior ^A[Agreement / Contract] to an Eligible Investment under this ^A[Agreement / Contract].

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

3547. WE, OUR OR US. Prudential Retirement Insurance and Annuity Company.

3648. WITHDRAWAL. The amount withdrawn for any reason from an Active Eligible Investment for the benefit of a Participant ^D[or Eligible Spouse] that is eligible for Our guarantees under this Rider. A Withdrawal does not include amounts that are exchanged between Active Eligible Investments.

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

3850. YOU OR YOUR. The person(s) or entity to which the ^{BA}[Agreement / Contract] is issued, the entity sponsoring the Plan or any person(s) delegated by either to perform functions on his, her or its behalf.

SECTION 2. GUARANTEED WITHDRAWALS

2.1. Guaranteed Withdrawals. This section describes the Guaranteed Withdrawal feature of this Rider.

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

b. For a Prior Participant ^D[or a Prior Eligible Spouse], if the Transfer Date occurs on or after the Prior Lock-In Date, then We guarantee that Guaranteed Withdrawals may be taken each Year starting on the Transfer Date until the Participant's death in an amount equal to the ^B[Annual Guaranteed Withdrawal Amount].

^D[If the spousal benefit was elected under the Prior ^A[Agreement / Contract] before the Transfer Date, then We guarantee that Guaranteed Withdrawals may be taken each Year after the Participant's death until the death of the Eligible Spouse as described in Section 5 of this Rider.]

2.2. Guaranteed Withdrawals When the Guaranteed Withdrawal Market Value Reaches Zero.

Subject to Section 8, if the Guaranteed Withdrawal Market Value is \$0.00 and the ^{JB}[Annual Guaranteed Withdrawal Amount] is greater than \$0.00 on or after the Guaranteed Withdrawal Lock-In Date, We will make one or more payments each Year from Our general account that in the aggregate with any Guaranteed Withdrawal taken during such Year from an Active Eligible Investment shall equal the ^{JB}[Annual Guaranteed Withdrawal Amount].

If on the Transfer Date a Prior Participant ^D[or a Prior Eligible Spouse] was receiving one or more payments from our general account equal to the Prior ^B[Annual Guaranteed Withdrawal Amount], then We will continue to make such payments under this Rider from Our general account, which in the aggregate during any Year will equal the Prior ^B[Annual Guaranteed Withdrawal Amount].

Any payment from Our general account will be made in one or more payments and:

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

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

2.3 Subsequent Allocations to Active Eligible Investments. If the Guaranteed Withdrawal Market Value is \$0.00 and we begin to make payments from our general account in accordance with Section 2.2, then ~~any, subject to Section 11.e, any permitted~~ subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment for the benefit of a Participant shall cause a new Start Date. Except as provided in this Section 2.3, the Income Base established on this Start Date shall be determined separately and without regard to amounts payable under Section 2.2 or to other amounts or guarantees under this Rider from the period before such Start Date. The new Start Date automatically shall be a Guaranteed Withdrawal Lock-In Date. The Guaranteed Withdrawal Percentage used to determine the ^{JB}[Annual Guaranteed Withdrawal Amount] under this Section 2.3 shall be the same Guaranteed Withdrawal Percentage used to determine the amounts payable under Section 2.2. ^D[The Spousal Benefit election and Eligible Spouse, if applicable, under Section 5 for amounts payable under Section 2.2 shall automatically apply to the ^{JB}[Annual Guaranteed Withdrawal Amount] established under this Section 2.3-~~J~~]. Thereafter, increases or decreases to the new Income Base shall be in accordance with Section 3.

2.4 Amounts Allocated to Inactive Eligible Investments. Subject to the provisions of this Rider, including Section 7, Section 8 and Section 10, amounts allocated to an Inactive Eligible Investment for the benefit of a Participant shall be eligible for Our guarantees under the terms of this Rider upon its Guarantee Activation Date.

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

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

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

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

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

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

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

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

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

We will provide ^C[ninety (90)] days notice to the Participant'sParticipant ^D[or Eligible Spouse'sSpouse] stating his or her eligibility for the increase in the Income Base and that

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

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

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

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

SECTION 4. WITHDRAWALS

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

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

^D[SECTION 5. SPOUSAL BENEFIT

~~Except as provided in the next paragraph below, if~~ the Spouse is the Participant's ^{GI}[sole] beneficiary under the Plan on the date the Participant's Guaranteed Withdrawal Lock-In Date is elected, as part of that election an }

^D[irrevocable election may also be made to have the ^J~~B~~[Annual Guaranteed Withdrawal Amount] continue to be available after the Participant's death as Guaranteed Withdrawals during the life of the Spouse. ~~The ^J[Annual Guaranteed Withdrawal Amount] will not be available after the Participant's death if, on the date of the Participant's death:~~

If a Prior Participant had elected the Prior Spousal Benefit prior to the Transfer Date, and such spouse is the sole beneficiary under the Plan on the Transfer Date, then such spouse will be the Eligible Spouse under this Rider. The Participant's ^B[Annual Guaranteed Withdrawal Amount] under this Rider will continue to be available after the Participant's death as Guaranteed Withdrawals during the life of the Spouse.

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

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

The election under this Section 5 may not be made prior to the date both the Participant and the Spouse have attained age ^E[55]. Upon the Eligible Spouse's death, any ^J~~B~~[Annual Guaranteed Withdrawal Amount] will cease to be available and any Guaranteed Withdrawal Market Value shall be payable pursuant to Section 6.1 of this Rider.

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

SECTION 6. PAYMENTS UPON DEATH

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

6.2 Spousal Beneficiary. If the Participant dies ^D[before his or her Guaranteed Withdrawal Lock-In Date, or after his or her Guaranteed Withdrawal Lock-In Date but

~~without having elected the Spousal Benefit],~~ and if the Spouse is the Participant's-^G~~[sole]~~ beneficiary under the terms of the Plan on the date of the Participant's death, then, subject to the terms of the Plan and the Code, the amounts invested in Eligible Investments for the behalf of such surviving Spouse may remain invested in one or more Eligible Investments subject to the following.

All of Our guarantees under this Rider for the benefit of the Participant immediately shall expire with no value and ~~the any existing~~ ^{B&D}~~[RollupRoll-Up Value and]~~ ^D~~[-Highest Birthday Value]~~ and ^B~~[Annual Guaranteed Withdrawal Amount]~~ shall be reset to zero. The value of any amounts currently invested in Active Eligible Investments for the benefit of the surviving Spouse, determined in accordance with the documents governing such Active Eligible Investments, shall be deemed a new Deposit to such Active Eligible Investments for the benefit of the surviving Spouse, creating a new Start Date. On this new Start Date, the Income Base shall be reset to equal the then current Guaranteed Withdrawal Market Value. Thereafter, for purposes of this Rider only, the Spouse shall have the rights of a "Participant" and the Spouse's date of birth shall be used to determine the Birthday.

For purposes of this Rider, a Spouse, who is a Prior Spousal Beneficiary and has a balance allocated to one or more active eligible investments within the meaning of the guarantee withdrawal rider under the Prior ^A[Agreement / Contract] that was transferred in its entirety to one or more Active Eligible Investment within the meaning of this ^A[Agreement / Contract], is considered a Participant under this Rider.

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

SECTION 7. FEES.

7.1. Guarantee Fee. The Guarantee Fee is the product of (i) the Guaranteed Withdrawal Market Value and (ii) the current annual rate not to exceed the maximum annual rate of ^{FJ}~~[1.95%]-~~50%.

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

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

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

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

SECTION 8. TERMINATION OR ~~DISCONTINUATION~~DISCONTINUANCE

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

- a. No amounts are allocated to Eligible Investments for the benefit of the Participant ^D[or Eligible Spouse] and the Income Base equals \$0.00; or
- b. Pursuant to the terms of the Plan or the Code, the Plan is required to distribute the Participant's ^D[or Eligible Spouse's] entire interest in the Plan.

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

8.3. PRIAC Termination. We reserve the right in Our sole judgment (i) to cease accepting at any time amounts for allocations to an Eligible Investment, and (ii) to not permit exchanges between Eligible Investments. We will exercise these rights in the circumstances when:

- a. due to economic environment, capital markets, legal or regulatory framework or strategic business priorities of PRIAC, we determine that offering Our guarantees under this Rider is no longer commercially practical or desirable, or
- b. we determine that the Eligible Investments have materially changed their holdings, strategies, investment policies or risk/return characteristics, or
- c. in connection with the termination or discontinuance of allocations to Eligible Investments by person authorized to do so, on behalf of the Plan.

Our exercise of this right shall not affect Our guarantees with regard to (1) amounts allocated to Eligible Investments on the effective date of Our ceasing to accept such amounts, and (2) Conversions allocated to Active Eligible Investments, subject to adjustments to the Guarantee Fee pursuant to Section 7.1 and the terms of this Rider.

SECTION 9. PORTABILITY OF OUR GUARANTEES

9.1. Portability of Guarantees in Connection with Eligible Rollover Distributions.

The portability described in this Section 9.1 is not available for amounts paid from our general account under Section 2.2.

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

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

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

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

Income Base and ^{JB}[Annual Guaranteed Withdrawal Amount], respectively; or

- b. If the entire Guaranteed Withdrawal Market Value is not transferred directly, the Participant ^D[or the Eligible Spouse] may make a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value to such contract. On the date of the transfer, the ^{MH}["highest birthday value" under such contract shall be the ~~greater of the~~ Highest Birthday Value ~~and the ^J[Roll Up Value]]] under this Rider, and the "income base" and ~~^J["B[annual guaranteed withdrawal amount"]]~~ under such contract shall be the Income Base and ^{JB}[Annual Guaranteed Withdrawal Amount], respectively, in all cases reduced by the percentage equivalent to the ratio of (i) the amount of the Guaranteed Withdrawal Market Value remaining after the transfer and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.~~
- c. If a Participant's ^D[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and he or she transfers directly all of his or her Guaranteed Withdrawal Market Value under this Rider, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:
- i. the ^{MH}["highest birthday value" under each such contract shall be the ~~greater of the~~ Highest Birthday Value ~~and the ^J[Roll Up Value]]] under ~~the~~this Rider, and the "income base" and ~~^J["B[annual guaranteed withdrawal amount"]]~~ under each such contract shall be the Income Base and ^{JB}[Annual Guaranteed Withdrawal Amount], under this Rider, respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.~~

Such contract(s) may contain a minimum contribution requirement and have different provisions than this Rider for Our guarantees or determining the value of Our guarantees under such contract(s). ~~The portability described in this Section 9 is not available for amounts paid from our general account under Section 2.2.~~^D[In each case, the "spousal benefit election" under such contract(s) shall be the Spousal Benefit election under this Rider.]

9.2. Portability of Guarantees in Connection with the Transfer of Plan Assets to another PRIAC ^A[Agreement / Contract].

If You, or such person(s) authorized to make decisions on behalf of the Plan, agree to transfer all Plan assets allocated to Active Eligible Investments for the benefit of Plan Participants ^D[or Eligible Spouses] under this ^A[Agreement / Contract] to a similar ^A[agreement / contract] with Us (the “Successor ^A[Agreement / Contract]”), and if the Successor ^A[Agreement / Contract] offers one or more active eligible investments required for Our guarantees, then We shall allow Our guarantees to such Participants ^D[or Eligible Spouses], who have a balance allocated to Active Eligible Investments or the current right to payments from our general account under this Rider, to be transferred to the Successor ^A[Agreement / Contract] as described below:

- i. If the Guaranteed Withdrawal Lock-In Date has not occurred on or before the date of such transfer, then such Participant’s ^D[“highest birthday value”] ^D[and] ^{B&D}[“roll-up value”] under the Successor ^A[Agreement / Contract] shall be the ^D[the greater of] ^D[Highest Birthday Value] ^D[and] ^{B&D}[Roll-Up Value] under this Rider on the date of such transfer; and
- ii. If the Guaranteed Withdrawal Lock-In Date is prior to the date of such transfer, then such Participant’s ^D[or Eligible Spouse’s] ^B[“annual guaranteed withdrawal amount”] and “income base” ^D[and spousal benefit election] under the Successor ^A[Agreement / Contract] shall be the ^B[Annual Guaranteed Withdrawal Amount] and Income Base ^D[and Spousal Benefit election], respectively, under this Rider.

The amount and types of fees and expenses, active eligible investments and other terms and conditions of the Successor ^A[Agreement / Contract] may differ significantly from this ^A[Agreement / Contract], and availability of the Successor ^A[Agreement / Contract] will be subject to any required regulatory approvals in the jurisdiction where the Successor ^A[Agreement / Contract] will be issued.

SECTION 10. INVESTMENTS

As a condition of receiving Our guarantees under this Rider We require the use of one or more of the Eligible Investments We specify for amounts directed for investment under ~~the~~ ^B this ^A[Agreement / Contract]. We reserve the right to change or eliminate Eligible Investments or such asset allocation models, and not accept amounts for allocation to an Eligible Investment. We also reserve the right to not permit exchanges between Eligible Investments. We may exercise this right with respect to an Eligible Investment if We are no longer accepting amounts for allocation into that Eligible Investment.

SECTION 11. LIMITATIONS

We reserve the right to not accept amounts for allocation to an Eligible Investment:

- a. for ^C[ninety (90)] days after the date amounts are allocated from the same Eligible Investment, if the transaction is a Rollover or an exchange from another Plan investment option;
- b. if the amount allocated is a lump sum repayment of a loan made by the Plan to the Participant;
- c. if ~~accepting~~ the total amount allocated to all Eligible Investments in any Year is ~~contrary to Our underwriting guidelines;~~ greater than ^E[\$1,000,000] or the total amount of all allocations to all Eligible Investments is greater than ^E[\$2,000,000];
- d. if the amount allocated is for the benefit of any individual who is a Participant's beneficiary under the Plan, but ineligible for distribution of the Participant's interest under the Plan in accordance with Section 401(a)(9)(B)(iv) of the Code ~~;~~ or
- e. if the amount is allocated for the benefit of any Plan Participant ^D[or Eligible Spouse] receiving payments from our general account pursuant to Section 2.2.

SECTION 12. MISCELLANEOUS

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

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

- a. the ^{JB}[Annual Guaranteed Withdrawal Amount] at the Guaranteed Withdrawal Lock-In Date is less than any minimum ^{JB}[Annual Guaranteed Withdrawal Amount] required by Us in this Rider; or
- b. the Plan requires the Participant's ^D[or Eligible Spouse's] Plan account balance to be distributed without the Participant's ^D[or Eligible Spouse's] consent, other than distributions intended to comply with requirements of Section 401(a)(9) of the Code or regulations thereunder, and such amount is not transferred directly to a contract in accordance with Section 9.1 of this Rider.

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

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

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

In the RMD Payment Year that includes the Transfer Date, the most recent RMD value, if any, determined under the Prior ^A[Agreement / Contract] shall be the RMD Value, until the RMD Calculation Date that next occurs on or after the Transfer Date.

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

12.5. Prudential Phone Number. For information and assistance, you may contact Us at Our toll-free number: ^M[800-534-4054]. You will be informed of any changes to this toll-free number by written notice.

PRUDENTIAL INSURANCE COMPANY OF AMERICA

CERTIFICATION

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

Group Annuity Rider Form GA-2020-TGWB5-0805
Group Annuity Amendment Form DCA-2020-TGWB4-AMEND-2010



Daniel T. Arcure
Second Vice President

August 27, 2010

Date