Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: GSA-100F-2004	SERFF Tr Num: PRUD-126943641	State: Arkansas
TOI: A03G Group Annuities - Deferred Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 48618
Sub-TOI: A03G.002 Flexible Premium	Co Tr Num: PRGA-GSA-100F-2004-PS-AR	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Authors: Elaina Ditillo, Susan Eckler-Kerns, Timothy Hopkin, Jessica Kaimo, Lois Kelly, Samantha Michaud, Leigh Ann Potter, Suzi Roe, Jessica Roman, John Blodgett, Erin Laurent, Kimberly DiGiovanni, Patti Schuldenfrei	Disposition Date: 05/03/2011
	Date Submitted: 04/28/2011	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: Foundations and Endowments	Status of Filing in Domicile: Not Filed
Project Number: GSA-100F-2004	Date Approved in Domicile:
Requested Filing Mode: File & Use	Domicile Status Comments: Our state of domicile, New Jersey, does not require filing.
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Group Market Type: Employer, Trust	Overall Rate Impact:
Filing Status Changed: 05/03/2011	
State Status Changed: 05/03/2011	Deemer Date:
Created By: Elaina Ditillo	Submitted By: Patti Schuldenfrei

Corresponding Filing Tracking Number: PRGA-GSA-100F-2004-PS-AR

Filing Description:

We enclose for approval on a general basis Group Annuity Contract Form GSA-100F-2004 (the "Form"). The Form is new and does not replace any forms previously submitted to the Department.

The Form is an unallocated separate account group annuity contract. It has been developed in order to market real estate separate accounts to entities that are exempt from taxation under section 501(c) of the Internal Revenue Code.

At this time, we are filing the Form with two separate account descriptions included (PRISA and PRISA II). We may add other real estate separate accounts in the future by filing amendments to the GSA-100F-2004 Form. It is expected that clients may be issued a Form with either one or both separate accounts. If originally issued with one separate account, a contract-holder could elect to invest in the other approved separate account and Prudential would issue an amendment with the additional separate account description.

Our state of domicile, New Jersey, does not require the filing of the Form. We have, however, received New Jersey State Insurance Department approval of the Plans of Operation for PRISA and PRISA II.

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

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

The filing fee of $50.00 is being sent via EFT. The fee was calculated on this basis: one form at $50.00 = $50.00. Please note that our domiciliary state, New Jersey, does not charge a filing fee, therefore, retaliatory filing fees are not applicable.

Company and Contact

Filing Contact Information

Timothy Hopkin, Second Vice President	Timothy.Hopkin@Prudential.com
Prudential	732-482-8758 [Phone]
200 Wood Avenue South	732-482-8034 [FAX]
Iselin, NJ 08830	

Filing Company Information

The Prudential Insurance Company of America	CoCode: 68241	State of Domicile: New Jersey
751 Broad Street	Group Code: 304	Company Type: Life
Newark, NJ 07102-3777	Group Name:	State ID Number:
(973) 802-6000 ext. [Phone]	FEIN Number: 22-1211670	

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	One form at $50.00 per form = $50.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	$50.00	04/28/2011	47056164

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/03/2011	05/03/2011

Disposition

Disposition Date: 05/03/2011
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variability		Yes
Form	GSA-100F-2004		Yes

Form Schedule

Lead Form Number: GSA-100F-2004

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GSA-100F-2004	Policy/Contract/Fraternal Certificate	GSA-100F-2004	Initial			GSA-100F-2004.pdf

The Prudential
Insurance Company
of America

Contract-Holder: A **[**Trustees of ABC Foundation**]**		
Jurisdiction: Arkansas	Effective Date: A **[**January 1, 2011**]**	Group Annuity Contract No.: A **[**GA-12345**]**

This contract sets forth the separate accounts and services available under it. It also sets forth the terms and conditions that apply to amounts added to and withdrawn from these accounts. This contract does not participate in the divisible surplus of Prudential. This document constitutes the entire Separate Account Group Annuity Contract.

A**[** Trustees of ABC Foundation
123 Main Street
Anytown, AR 12345

By:________________________________
Title:

Date:________________________________**]**

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

B**[**200 Wood Avenue South
Iselin, New Jersey 08830**]**

B**[**Chairman and Chief Executive Officer

Secretary**]**

Attest:________________________________

Date:________________________________

Notice: All contractual values or payments provided by this contract, when based on the investment results of a Prudential separate account described in this contract, are variable, subject to change both up and down, and are not guaranteed as to dollar amount.

TABLE OF CONTENTS

ARTICLE I ELIGIBLE CONTRACT-HOLDERS, DEFINITIONS, VOTING RIGHTS:

1.1 Eligible Contract-Holders:

I **[**Prudential restricts use of the separate accounts available under this contract to certain plans and certain entities that are described in Section 501(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and that satisfy the definition of a "qualified purchaser" under section 2(a)(51) of the Investment Company Act of 1940, as amended (the "Act"). The plans include those that meet the requirements for qualification under Section 401 of the Code. The requirement that each investor satisfy the definition of a "qualified purchaser" under the Act allows Prudential to take advantage of an exemption under Section 3(c)(7) of the Act, such that the separate account(s) described in Article VIII would not be deemed to be an investment company subject to the Act. Prudential will rely upon representations from Contract-Holder that Contract-Holder (i) satisfies the requirements of Section 401 or 501(c) of the Code, and (ii) satisfies the definition of a "qualified purchaser" under Section 2(a)(51) of the Act. In the absence of such a representation, Prudential will determine, in its sole discretion, whether an investor is qualified to invest in the separate account(s). If, at any time, Prudential determines that the Contract-Holder does not meet these requirements, Prudential will (1) so notify the Contract-Holder and (2) as soon as it can, reduce the Contract-Holder's account balance to zero. Its dollar value will, within 7 Business Days following reduction of the account balance to zero, be transferred to the Contract-Holder. After that, no additions may be made to any account balance until the plan or entity is able to represent that it satisfies the above-referenced requirements. **]**

1.2 Definitions

"Business Day" is a day on which the B**[**principal office of Prudential in Newark, New Jersey**]**, is open for business.

"Primary Annuitant" is an individual whose life affects the timing or amount of the payout under the contract of amounts in the subaccount maintained for the Primary Annuitant. The Primary Annuitants have no rights under this contract.

"Prudential" is The Prudential Insurance Company of America.

A "Unit" is used to express the amount (or balance) of each account and subaccount.

The "Unit Value" for any day on which it is calculated is the dollar value of one Unit for that day.

1.3 Voting Rights:

Certain separate accounts hold securities which have voting rights. Prudential normally exercises these rights. But some accounts permit Prudential to ask for directions as to how to vote some or all of the securities in these accounts.

(1) Prudential may ask the holders of contracts participating in the separate account for voting directions.

(2) Prudential may ask a person(s) (which includes an institution(s)) not affiliated with Prudential for voting directions.

ARTICLE II. SEPARATE ACCOUNTS, ACCOUNT BALANCES AND UNIT VALUES:

2.1 Separate Accounts:

Prudential owns each separate account in which this contract participates, as described in Article VIII. The assets of each separate account equal to the total reserve liability required by law are held for the sole benefit of all contracts which participate in that separate account. Prudential will keep the total market value of the assets of each separate account at least equal to that total reserve liability.

Prudential will invest and reinvest the assets of each separate account at the times and in the amounts Prudential determines in its sole discretion. The primary kinds of investments of each separate account are stated in Article VIII. To the extent that applicable laws and regulations permit, investments for each separate account will be free of all limitations applicable to other investments by Prudential.

Pursuant to Section 17B:28-9(c) of the New Jersey Insurance Statutes, separate account assets shall not be chargeable with liabilities arising out of any other business of Prudential. For avoidance of doubt, it is the intent of this provision that all assets held for the separate account(s) described in Article VIII shall in all instances be wholly segregated from, and shall not be consolidated with, other assets of Prudential, and therefore shall not be available in any instance to satisfy the claims of the general creditors of Prudential.

2.2 Account Balances:

Prudential maintains an account balance to record this contract's participation in each separate account and maintains a subaccount balance for each Primary Annuitant. The Unit is a measure used to reflect the rate of investment results of the separate account. The dollar value of an account or subaccount balance is the product of the number of Units in it and its Unit Value. Unit Values are described in section 2.3.

At the end of any day, the amount of an account or subaccount balance is equal to the number of Units that have been added to it, less the number of Units by which it has been reduced. For each amount used to provide an addition to an account balance, Prudential adds the number of Units determined by dividing that amount by the Unit Value for the day the Units are being added. The dollar value of a reduction is the product of the number of Units in the reduction and the Unit Value for the day of reduction.

This contract may participate in separate account(s) maintained solely for this contract.

2.3 Unit Value:

The frequency of Unit Value calculations for each separate account is set forth in Article VIII. The Unit Value for any day for which it is calculated is equal to the value of the separate account at the end of the day divided by the number of its Units at the beginning of the day. The value of the separate account is the sum of its cash and the value of its other assets minus its outstanding indebtedness and expenses, including the management fee at the rate set forth in Article VIII. Prudential calculates the Unit Value before giving effect to additions to and reductions of account balances for that day.

The Unit Value will go up and down pursuant to these calculations.

ARTICLE III. ADDITIONS, REDUCTIONS:

3.1 Additions - Reductions:

The Contract-Holder may contribute amounts to this contract as specified in Article VIII. These amounts will be used to provide additions to, or among, the account and subaccount balances specified by the Contract-Holder, subject to the applicable limitations, if any, on the receipt of additions to that account. Any limitations are set forth in Article VIII. If the Contract-Holder does not specify an account and subaccount balance, or if the addition to a specific account or subaccount may not immediately be made, the addition will be made to a temporary investment account maintained by Prudential or an affiliate for this purpose.

If permitted under Article VIII, the Contract-Holder may from time to time request reductions of account and/or subaccount balances. If permitted, the dollar value of a reduction in an account or subaccount balance may be invested in Units of another separate account or subaccount or paid to the Contract-Holder. A reduction in account or subaccount balances by the Contract-Holder (including satisfying the provisions of Section 3.2 hereof) is subject to limitations set forth in the separate account descriptions (see Section(s) regarding limitations applicable to Contract-Holder withdrawals) in Article VIII.

3.2 Reductions in Event of Death of Primary Annuitant:

In the event a Primary Annuitant for a subaccount balance dies before the date annuity payments of such subaccount balance are due to begin under Article VII, all amounts in the subaccount will be liquidated and distributed to the Contract-Holder within 5 years following the Primary Annuitant's death. In the event a Primary Annuitant dies on or after the date the payments of the subaccount balance have begun in accordance with Article VII, but have not yet been completed, distributions of the remaining amounts payable must be made at least as rapidly as the rate that was being used at the date of death.

Distributions required under this Section 3.2 ("Section 3.2 distributions") will be made in accordance with the procedure set forth in the Section entitled "Limitations Applicable to Withdrawals at the Election of the Contract-Holder and Section 3.2 Distributions" in the separate account description(s) in Article VIII except that, in all events and not withstanding any other provisions of this contract, in the event Prudential is not able to make all or portion of a Section 3.2 distribution in cash, the Contract-Holder will be required to accept distributions of Real Property or interests therein in satisfaction of the remaining subaccount balance. Furthermore, quarterly distributions paid to the Contract-

Holder, pursuant to the provisions of the Section entitled “Quarterly Distributions” in the separate account description(s) in Article VIII, shall be credited against the total amounts due with respect to a Section 3.2 distribution, beginning with the first quarterly distribution occurring in the calendar quarter in which notice of the death of a Primary Annuitant is received by Prudential, and ending upon satisfaction of the amount due with respect to a Section 3.2 distribution.

In the event Contract-Holder is entitled to a Section 3.2 distribution, Prudential reserves the right to terminate this contract and to liquidate all the subaccounts unless the Contract-Holder elects, within D**[**12 months**]** following the death of a Primary Annuitant, to treat the subaccount of the deceased Primary Annuitant as distributed and establishes one or more new subaccounts on behalf of new Primary Annuitants. The balance of the new subaccount or subaccounts shall equal or exceed the balance of the subaccount of the deceased Primary Annuitant, which will then be considered distributed. In the event Prudential exercises this right to terminate the contract of the Contract-Holder, distributions will be made in accordance with the preceding paragraph.

A Primary Annuitant may not be changed by the Contract-Holder except where the Contract-Holder elects to treat the subaccount of the replaced Primary Annuitant as immediately distributed and where the Contract-Holder establishes at the time the Primary Annuitant is changed, one or more new subaccounts on behalf of new Primary Annuitants. The balance of the new subaccount or subaccounts shall equal or exceed the balance of the subaccount of the replaced Primary Annuitant.

These provisions are intended to satisfy the distribution-at-death requirements of section 72(s) of the Code. Prudential reserves the right to amend the contract to satisfy these requirements without consent of the Contract-Holder.

3.3 Reductions by Prudential:

Prudential may from time to time decide, as to certain separate accounts, that it will not accept additions by Contract-Holders. If it does so, it may elect to reduce the account balances of all contracts participating in that separate account. Prudential will give notice to the Contract-Holder of any such election and of the amount of the reduction to be made and its date. The amount of the reduction will be transferred to a temporary investment account maintained for this purpose, unless the Contract-Holder directs a different transfer. A different direction must be given to Prudential D**[**5**]** or more Business Days before the reduction date. Prudential will make the transfer within D**[**5**]** Business Days after the reduction date.

The amount of each account balance reduction by Prudential is determined in a manner that recognizes the ratio of the dollar value of the account balance to the dollar value of the account balances of all Contract-Holders participating in that separate account.

Prudential may decide to reduce to zero the account balances of all contracts participating in a separate account. If so, Prudential will make a series of reductions as described above.

In the event of a reduction by Prudential in an account balance, the Units reflected in the subaccount balances shall also be reduced.

The provisions of the separate account descriptions in Article VIII (Sections regarding special allocations from the account by Prudential) will supersede the provisions of this Section 3.3.

ARTICLE IV. CHANGES - TERMINATION:

<u>4.1 Changes</u>:

Prudential may change the limits on account balance reductions and the way any Unit Value is calculated. These changes may apply to additions to account balances made both before and after the change takes effect. They cannot take effect before **D** **[**five**]** years after the Effective Date. Changes pursuant to this paragraph must be at least a year apart. **F[**Prudential may also change the Management Fee at any time**]**.

Prudential will give at least ninety days' advance notice of any change to the Contract-Holder.

The Contract-Holder will inform Prudential of changes to the Primary Annuitant Schedule by written notice.

This contract may only be assigned by the Contract-Holder with Prudential's consent.

The Contract-Holder and Prudential may agree to any other changes in this contract.

<u>4.2 Termination</u>:

If permitted in accordance with Article VIII, the Contract-Holder may notify Prudential at any time that they wish to terminate this contract and all account and subaccount balances will be liquidated as rapidly as this contract permits. A final fee adjustment will be made before transfers to the Contract-Holder begin. It will take into account the expected time needed to complete the transfer. It will be made promptly following receipt of the notice. Prudential may not make any changes described in Section 4.1 after receiving the notice.

This contract will terminate when all account balances and subaccounts are reduced to zero and all annuity liabilities have been satisfied.

ARTICLE V. GENERAL TERMS:

Any of the officers of Prudential named below may act for it.

B[Chairman and Chief Executive Officer	Vice Chairman
President	Vice President
Secretary	Assistant Secretary**]**

Prudential may rely on any action taken or omitted by the Contract-Holder under this contract. The Contract-Holder will name its representative(s) who may act for it.

Communications between the Contract-Holder and Prudential will be in writing. The addresses are shown on the signature page of this contract. Either may substitute a different address.

Dollars and cents refer to currency of the United States of America.

The Contract-Holder is the payee under this contract. Any payment to the Contract-Holder will fully discharge Prudential's liability for that payment.

Prudential is responsible for administrative support of this contract and may, at its discretion, out-source certain tasks including, but not limited to, recordkeeping.

This contract will be construed under the laws of the jurisdiction shown on the signature page.

ARTICLE VI. INVESTMENT MANAGER APPOINTMENT:

The Contract-Holder [A]**[**,in signing this contract, appoints Prudential/has appointed Prudential**]** as an investment manager with respect to the amounts held under this contract. Prudential may delegate to one or more of its affiliates all or part of the authority of Prudential under this contract. No such delegation will in any way or to any extent affect Prudential's liability for any acts or omissions in the management of separate accounts hereunder.

ARTICLE VII. ANNUITY OPTION:

On or before the annuity starting date for the subaccount of a Primary Annuitant, the Contract-Holder may, but need not, purchase an annuity under this contract with the balance in the subaccount of the Primary Annuitant. The annuity may be in any fixed dollar payment form which Prudential is then selling. Annuity payments will be paid to the Contract-Holder. Prudential will issue the Contract-Holder a certificate describing the annuity's payment terms.

If a relevant fact or age of the Primary Annuitant is found to be misstated, the amount of such payments will be changed based on the correct information without changing the date of first payment of such annuity. If the information results in an increase, the extra amount due will be paid when the records are corrected. If the change results in a decrease, the extra amount paid will be deducted from later payments.

The annuity purchase price will be paid by a withdrawal from the amounts held in the subaccount for the Primary Annuitant. Any such withdrawal from the subaccount shall be subject to the limitations of Article VIII.

The purchase price of each annuity will be determined from the annuity purchase rate schedule in this contract appropriate to the form of annuity being purchased. The interest rate used to determine the purchase price will be not less than the yield on U.S. Treasury securities maturing ten years from the date on which the withdrawal is made

[D]**[**, less 0.75%**]**. This yield will be the latest yield for [E]**[**ten year constant maturities**]** published by the Federal Reserve Board. In no event will the purchase price be greater than the amount required to purchase such annuity under Prudential's non-participating group maturity funding contracts on the date of purchase.

ARTICLE VIII: SEPARATE ACCOUNTS INCLUDED

This article contains a description(s) of the Prudential separate accounts included in this contract. It describes the kind of investments, any addition and reduction limits, and other features of each account.

C[Date Added to Contract]

PRISA ACCOUNT

A. Definitions

“Additional Cash Flow” shall mean all proceeds from a sale, or other disposition of (i) land (but not outparcels), (ii) condominiums (whether in bulk or through unit sales), and (iii) a recently completed development or rehabilitation project occurring (x) before the account has funded its investment in the project, and (y) in the event the account has funded its investment in the project, twenty four months from the date on which the account has funded its investment with respect to the project.

“Quarterly Base Management Fee Rate” shall be a rate determined in accordance with the following schedule:

F[.1875% of the first $10 million of this contract’s PRISA Ratio of the Determined Cost of PRISA Assets.

.1625% of this contract’s PRISA Ratio of the Determined Cost of PRISA Assets in excess of $10 million up to $25 million.

.1500% of this contract’s PRISA Ratio of the Determined Cost of PRISA Assets in excess of $25 million up to $50 million.

.1375% of this contract’s PRISA Ratio of the Determined Cost of PRISA Assets in excess of $50 million up to $100 million.

.1250% of this contract’s PRISA Ratio of the Determined Cost of PRISA Assets in excess of $100 million.]

F[“Determined Costs of PRISA Assets” shall be (i) the sum of (a) the values as carried by Prudential of each investment (other than cash and cash equivalents) held for PRISA on December 31, 1994; and (b) the actual aggregate cost of acquiring all other investments (other than cash and cash equivalents) acquired after December 31, 1994 (including purchase price and closing costs); provided that in the case of both (a) and (b) above such values and aggregate cost shall be increased by PRISA’s share of all additions to cost of such investments made after December 31, 1994 (as determined by Prudential according to generally accepted accounting principles), less (ii) an amount equal to the aggregate of all PRISA Indebtedness on each Valuation Date. Investments which have been sold or otherwise disposed of will not be included in Determined Costs of PRISA Assets.]

F[“First Tier Operating Cash Flow” shall be the portion of PRISA Operating Cash Flow applicable to this contract’s PRISA account balance up to $100 million, and shall be determined by multiplying PRISA Operating Cash Flow by this contract’s PRISA Ratio, and attributing the resulting number on a pro rata basis to the first $100 million of this contract’s PRISA account balance.]

“Market Value of PRISA Assets” shall be the value of PRISA assets as determined by Prudential in accordance with a procedure which provides that every property is individually valued by an independent appraiser with professional qualifications at least once in each full calendar year that the property is held by PRISA.

F[“Operating Cash Flow” shall mean all revenue from PRISA operations, including Additional Cash Flow, but not revenue generated from other sales or dispositions of investments, financings or refinancings, or contract-holder additions to the account, and after deduction of PRISA Expenses, capital expenditures and additions to the Reserve for Operations.]

“PRISA Expenses” are all expenses incurred in or related to the due diligence, acquisition, management, operation, leasing, improvement, valuation, financing, and dispositions of PRISA investments (including acquisitions, financings and dispositions which are not consummated), including but not limited to real estate and other taxes; title, casualty and liability insurance; leasing and other commissions; costs of tenant and capital improvements, replacements and expenses; operating expenses; financing costs (including but not limited to interest); property management and brokerage fees; environmental, engineering and other studies; and legal, appraisal, auditing, accounting, custodial and transfer agent expenses. PRISA Expenses include those costs described in Section C.

“PRISA Indebtedness” shall mean all indebtedness of PRISA, whether secured or unsecured, but excluding any indebtedness related to cash and cash equivalents in the account.

“PRISA Management Fee” shall mean F[the aggregate of the Base Management Fee, Incentive Fee and Cash Management Fee. (These terms are defined in Section D.)]

“PRISA Net Value” shall mean on any Valuation Date, the aggregate Market Value of all PRISA assets reduced by PRISA Indebtedness and liability for PRISA Expenses as of such date, and further reduced by any outstanding PRISA Management Fees from prior quarters.

“PRISA Ratio” on each Valuation Date for each contract participating in PRISA shall be the ratio of the dollar value of such contract’s PRISA account balance (before deduction of the PRISA Management Fee for the current quarter but subsequent to the deduction of any outstanding PRISA Management Fee from prior quarters) to the PRISA Net Value, and shall be determined prior to additions, allocations and withdrawals on such Valuation Date.

“PRISA Withdrawal Ratio” on each Valuation Date for each contract requesting and eligible for a withdrawal on such date (including a Section 3.2 distribution) shall be the ratio of the dollar value of the Contract-Holder’s PRISA Account or subaccount balance (before deduction of the PRISA Management Fee for the current quarter but subsequent to the deduction of any outstanding PRISA Management Fee from prior quarters) to the aggregate PRISA account balances (before deduction of the PRISA Management Fee for the current quarter but subsequent to the deduction of any outstanding PRISA Management Fee from prior quarters) of all Contract-Holders requesting withdrawals on such Valuation Date.

“Real Property” shall mean all direct and indirect interests in real estate, including without limitation fee interests, leasehold interests, debt investments such as mortgage loans, swaps, options and interests in general or limited partnerships, limited liability companies, real estate investment trusts, or any other entity, security or vehicle which, directly or indirectly, has Real Property as its primary underlying investment.

“Reserve for Operations” shall equal Prudential’s estimate of future operating costs of PRISA (including capital expenditures and principal repayments which are anticipated to be greater than projected quarterly cash flow), funds estimated to be needed for acquisition of investments, and other contingencies.

F[“Reserve for Withdrawals” shall be all additions and net proceeds from financings and refinancings which in Prudential’s discretion are not needed for operating or capital expenditures or the Reserve for Operations.]

F[“Second Tier Operating Cash Flow” shall be the portion of PRISA Operating Cash Flow applicable to this contract’s PRISA account balance in excess of $100 million and shall be determined by multiplying PRISA Operating Cash Flow by this contract’s PRISA Ratio, and attributing the resulting number on a pro rata basis to the excess over $100 million of this contract’s PRISA account balance.]

“Valuation Date” shall mean the last Business Day in each calendar quarter.

B. PRISA Account

PRISA is a separate account of Prudential established pursuant to a resolution adopted by Prudential’s Board of Directors. Such resolution provides that said account is to be used for contracts which specify that certain payments or values thereunder will vary to reflect the investment results of said account. Prudential may change the name of said account by notice to the Contract-Holders.

PRISA investments are intended to be composed primarily of Real Property. The Contract-Holder acknowledges that real estate valuations are subject to numerous and various assumptions and limitations. Many different individual assumptions may be supportable and reasonable, and the interplay and compounding of different assumptions, or the use of different accepted methodologies, may produce very different estimates of value for the same property. Valuations should be considered only estimates of value, and not a measure of realizable value, and are subject to change with the passage of time.

C. Management of PRISA

Prudential may retain such service providers as it deems necessary or desirable for the operation and management of the account. The general operating policy of the account is to retain third-party service providers; however in certain circumstances where Prudential in its discretion believes it is in the best interest of the account, Prudential may utilize in-house or affiliated service providers in lieu of such third party service providers, including but not limited to providers of legal, architectural, engineering, accounting, auditing, property management, brokerage, custodial and transfer agent services, in which event the cost of such services, to the extent permitted by law, will be a PRISA Expense.

D. Reductions for PRISA Expenses and PRISA Management Fee

On each Valuation Date, PRISA will be reduced by PRISA Expenses.

On each Valuation Date, each contract’s PRISA account balance will be assessed the PRISA Management Fee for the calendar quarter ending on such Valuation Date, which fee will be charged by the cancellation of PRISA Units, and which fee will be allocated among subaccounts in proportion to their balances.

The PRISA Management Fee will be determined by Prudential as described below:

F[(a) The Base Management Fee will equal the product derived by multiplying the Quarterly Base Management Fee Rate by this contract's PRISA Ratio of the Determined Cost of PRISA Assets on each Valuation Date.

(b) The Incentive Fee will equal the excess of (1) over (2), where (1) is the sum of (i) the product derived by multiplying .06 by the First Tier Operating Cash Flow for the four calendar quarters ending on the Valuation Date, and (ii) the product derived by multiplying .05 by the Second Tier Operating Cash Flow for the four calendar quarters ending on the Valuation Date, and

(2) is the sum of the Incentive Fees previously paid or payable for the three calendar quarters prior to the quarter ending on the Valuation Date.

If (2) is greater than (1), no Incentive Fee is payable on such Valuation Date and Prudential shall credit the difference between (1) and (2) against Incentive Fees due on succeeding Valuation Dates, as necessary until such difference is extinguished.

(c) The Cash Management Fee will be the product derived by multiplying .00025 by this contract's PRISA Ratio of the total amount of cash and cash equivalents in PRISA on each Valuation Date (prior to deduction of the PRISA Management Fee and increases and reductions in PRISA participation on such Valuation Date).]

In no event shall the Management Fee payable by the contract-holder on an annual basis exceed the Maximum Fee.

The Maximum Fee shall be equal to either:

(i) the product of (a) 1.20% and (b) the contract-holder's average account balance (being the average calculated on December 31 of the contract-holder's account balances on each of the four Valuation Dates occurring March 31, June 30, September 30 and December 31, such amount, the contract-holder's "AAB") where the contract-holder's AAB is between $0 to $25 million, or

(ii) the product of (a) 1.15% and (b) the contract-holder's AAB where the contract-holder's AAB is in excess of $25 million and up to $50 million, or

(iii) the product of (a) 1.10% and (b) the contract-holder's AAB where the contract-holder's AAB is in excess of $50 million and up to $100 million, or

(iv) the product of (a) 1.05% and (b) the contract-holder's AAB where the contract-holder's AAB is in excess of $100 million and up to $200 million or

(v) the product of (a) 1.00% and (b) the contract-holder's AAB where the contract-holder's AAB is in excess of $200 million.

In the event that the Management Fee paid by the contract-holder on an annual basis would exceed the Maximum Fee, the Management Fee due and payable on December 31 shall be an amount equal to (i) the Maximum Fee less (ii) the aggregate of the Management Fee paid by the contract-holder on the three prior Valuation Dates.

No separate fees for administration will be charged with respect to PRISA.

E. Limitations Applicable to Additions to the PRISA Account

Contract-Holders investing in PRISA may add amounts to the PRISA Account and any subaccounts on a Valuation Date and then only with the consent of Prudential and in accordance with such conditions, including advance notice and deposit requirements, as may be established from time to time by Prudential in its discretion.

Prudential may discontinue accepting amounts for addition to PRISA, including additions of quarterly allocations described in Section G below, at any time and from time-to-time.

F. Transfers of PRISA Units to Other Eligible Contract-Holders

Contract-Holders investing in PRISA may transfer PRISA Units to other eligible Contract-Holders with the consent of Prudential and in accordance with such conditions and upon such advance notice as may be established from time to time by Prudential in its discretion. Such transfers may be made on days other than a Valuation Date. Prudential's consent to a transfer of PRISA Units may not be unreasonably withheld, and is predominately intended to ensure that the proposed Contract-Holder is legally qualified to hold such Units.

G. Quarterly Distributions

Following the end of each calendar quarter Prudential will determine a distribution to be made on the next following Valuation Date. The calendar quarter for which a determination is made is referred to herein as the "Calculation Quarter". The amount of the distribution available for each Contract-Holder shall be determined by Prudential by multiplying the Operating Cash Flow for the Calculation Quarter by the Contract-Holder's PRISA Ratio as of the Valuation Date which ends the Calculation Quarter. Distributions will be retained in the contract-holder's PRISA account balance and will be allocated to subaccounts in accordance with the PRISA Units in each subaccount unless the contract-holder elects otherwise.

Contract-Holders may elect in writing to receive such distribution, and such election will be effective until rescinded in writing by the Contract-Holder. J[Elections to receive such distributions or rescissions of such elections must be received by Prudential in the calendar quarter prior to the calendar quarter for which such election or rescission relates.] PRISA units equal in value to such distributions will be canceled at the time of such distribution.

As an example of the above-described procedure, Operating Cash Flow for the first calendar quarter in a year shall be distributed on the Valuation Date ending the second calendar quarter of such year, based on a Contract-Holder's PRISA Ratio as of the Valuation Date ending the first calendar quarter of such year.

H. Limitations Applicable to Withdrawals at the Election of the Contract-Holder and Section 32. Distributions

Withdrawals from the PRISA Account (including Section 3.2 distributions may be made only on a Valuation Date and will be disbursed as soon as practical thereafter. A written request for a withdrawal (including a Section 3.2 distribution) must be received by Prudential not less than three months before the Valuation Date on which the withdrawal is desired or Section 3.2 distribution is required.

On each Valuation Date, or as soon as practical thereafter, the amount of funds in the Reserve for Withdrawals will be disbursed as follows:

(a) The Reserve for Withdrawals will first be reduced by any allocations to be made by Prudential pursuant to Section I.(b).

(b) If the total amount of all requested withdrawals and Section 3.2 distributions for such Valuation Date from all contracts with PRISA participation is equal to or less than the amount of the Reserve for Withdrawals on such Valuation Date (after any reduction described in (a) above), such total amount will be disbursed. If this condition does not prevail, items (c) through (e) will apply.

(c) The product of this contract's PRISA Withdrawal Ratio and the Reserve for Withdrawals is determined.

(d) The smaller of the amount in (c) and the amounts requested for withdrawals and Section 3.2 distributions is disbursed.

(e) If any funds remain in the Reserve for Withdrawal after disbursements in accordance with (d) above have been made for all contracts, the process described in (c) and (d) above shall be repeated until the funds in the Reserve for Withdrawals have been disbursed.

In the event a Contract-Holder rescinds its request for withdrawal in whole or in part, the Contract-Holder may not submit an additional withdrawal request until the second following calendar quarter from the date of such rescission (for example, a Contract-Holder which rescinds a withdrawal request during the first quarter may not submit another withdrawal request until the third quarter of that year).

I. Special Allocations from the PRISA Account at the Election of Prudential

(a) Special allocations on a uniform basis to all contracts participating in PRISA:

If Prudential determines at any time that no additional funds are required in the Reserve for Operations and funds in the Reserve for Withdrawals then exceed all unfulfilled withdrawal requests then outstanding, it may elect to make a special allocation from the PRISA Account on a uniform basis to all contracts participating in PRISA. Such special allocation shall be made on the next Valuation Date following such determination. Special allocations to an account balance shall be allocated to subaccounts in accordance with the PRISA Units in each subaccount.

If Prudential elects to make such special allocation, the amount allocated from the PRISA Account for each Contract-Holder shall be determined by multiplying the contract's PRISA Ratio on such Valuation Date (prior to any additions or withdrawals) by the amount deemed available by Prudential for a special allocation on such Valuation Date.

(b) Special allocations on other than a uniform basis:

Prudential may elect to make a special allocation of all or a portion of this contract's PRISA account balance, if (i) Prudential, in its sole judgment, determines that such allocation should be made to comply with applicable law or regulation, or (ii) in the event this contract's PRISA account balance is less than $100,000, to reduce this contract's PRISA account balance (through one or more allocations) to zero.

Prudential will have no obligation solely by virtue of any such special allocation to make an allocation of any portion of the PRISA Account of any other contract with PRISA participation.

If Prudential elects to make an allocation pursuant to this Section I, it will notify the Contract-Holder of the Valuation Date as of which such allocation will take place, and that it will transfer the amount arising from such allocation to a temporary investment account maintained for such purpose, unless it receives direction from the Contract-Holder as to the disposition of such amount at least five Business Days prior to such Valuation Date.

The provisions of this Section I supersede the provisions of Section 3.3 hereof.

J. Contract-Holders' Right to Initiate Liquidation of PRISA

Upon receipt of unconditional and irrevocable written instructions to liquidate the account from the holders of at least 66.7% of the Units of PRISA, Prudential will proceed to liquidate all PRISA investments in an orderly and prudent manner and distribute the proceeds to PRISA investors. Prudential may withhold such amounts from such distribution as it deems necessary or prudent as a reserve against contingent or potential liabilities. Receipt of such instructions will be deemed to be the simultaneous receipt of full withdrawal requests from all Contract-Holders, which requests shall not be subject to the prior notice requirement set forth in Section G. Prudential will attempt to complete such liquidation within two years of its receipt of such notices, provided that the actual time required to dispose of all PRISA assets and liquidate the account will depend on many factors, including but not limited to the number and characteristics of individual PRISA investments and then prevailing market conditions, and therefore liquidation may not occur within such period.

In the event Prudential receives a notice from a holder or holders of at least 20% of the Units of PRISA that such holder or holders intends to exercise or explore exercising the rights outlined in this Section J, Prudential will promptly notify all Contract-Holders of its receipt of such notice and the name and address of the Contract-Holder or Contract-Holders who provided such notice (provided that Prudential will respect any written request from a Contract-Holder not to disclose its name and address).

K. Contract-Holders' Right to Terminate Prudential

Upon receipt of unconditional and irrevocable written instructions from the holders of at least 66.7% of the Units of PRISA, identification of a substitute title-holder, and written acceptance acceptable to Prudential from such substitute title-holder, and subject to the prior approval of the New Jersey Insurance Department, Prudential will transfer all PRISA assets to such substitute title-holder, other than cash needed for the continued operation of the account pending its termination. Any assets which cannot be transferred, or which the substitute title-holder instructs Prudential in writing to dispose of, will be sold or otherwise disposed of in an orderly and prudent manner. All costs of transfer will be deemed a PRISA Expense. Pending the transfer or disposition of all

PRISA assets, the account shall continue to be operated as provided herein. Upon the transfer or disposition of all PRISA assets, the account will terminate.

In the event Prudential receives a notice from a holder or holders of at least 20% of the Units of PRISA that such holder or holders intends to exercise or explore exercising the rights outlined in this Section K, Prudential will promptly notify all Contract-Holders of its receipt of such notice and the name and address of the Contract-Holder or Contract-Holders who provided such notice (provided that Prudential will respect any written request from a Contract-Holder not to disclose its name and address).

PRISA II ACCOUNT

A. Definitions

"Additional Cash Flow" shall mean all proceeds from a sale, or other disposition of (i) land (but not outparcels), (ii) condominiums (whether in bulk or through unit sales), and (iii) a recently completed development or rehabilitation project occurring (x) before the account has funded its investment in the project, and (y) in the event the account has funded its investment in the project, twenty four months from the date on which the account has funded its investment with respect to the project.

"Quarterly Base Management Fee Rate" shall be a rate determined in accordance with the following schedule:

F[.2125% of the first $10 million of this contract's PRISA II Ratio of the Determined Cost of PRISA II Assets.

.1875% of this contract's PRISA II Ratio of the Determined Cost of PRISA II Assets in excess of $10 million up to $25 million.

.1750% of this contract's PRISA II Ratio of the Determined Cost of PRISA II Assets in excess of $25 million up to $50 million.

.1625% of this contract's PRISA II Ratio of the Determined Cost of PRISA II Assets in excess of $50 million up to $100 million.

.1500% of this contract's PRISA II Ratio of the Determined Cost of PRISA II Assets in excess of $100 million.]

F["Determined Costs of PRISA II Assets" shall be (i) the sum of (a) the values as carried by Prudential of each investment (other than cash and cash equivalents) held for PRISA II on December 31, 1994; and (b) the actual aggregate cost of acquiring all other investments (other than cash and cash equivalents) acquired after December 31, 1994 (including purchase price and closing costs); provided that in the case of both (a) and (b) above such values and aggregate cost shall be increased by PRISA II's share of all additions to cost of such investments made after December 31, 1994 (as determined by Prudential according to generally accepted accounting principles), less (ii) an amount equal to the aggregate of all PRISA II Indebtedness on each Valuation Date. Investments which have been sold or otherwise disposed of will not be included in Determined Costs of PRISA II Assets.]

F["First Tier Operating Cash Flow" shall be the portion of PRISA II Operating Cash Flow applicable to this contract's PRISA II account balance up to $100 million, and shall be determined by multiplying PRISA II Operating Cash Flow by this contract's PRISA II Ratio, and attributing the resulting number on a pro rata basis to the first $100 million of this contract's PRISA II account balance.]

"Market Value of PRISA II Assets" shall be the value of PRISA II assets as determined by Prudential in accordance with a procedure which provides that every property is individually valued by an independent appraiser with professional qualifications at least once in each full calendar year that the property is held by PRISA II.

F[“Operating Cash Flow” shall mean all revenue from PRISA II operations, including Additional Cash Flow, but not revenue generated from other sales or dispositions of investments, financings or refinancings, or Contract-Holder additions to the account, and after deduction of PRISA II Expenses, capital expenditures and additions to the Reserve for Operations.]

“PRISA II Expenses” are all expenses incurred in or related to the due diligence, acquisition, management, operation, leasing, improvement, valuation, financing, and dispositions of PRISA II investments (including acquisitions, financings and dispositions which are not consummated), including but not limited to real estate and other taxes; title, casualty and liability insurance; leasing and other commissions; costs of tenant and capital improvements, replacements and expenses; operating expenses; financing costs; property management and brokerage fees; environmental, engineering and other studies; and legal, appraisal, auditing, accounting, custodial and transfer agent expenses. PRISA II Expenses include the costs of transfer of PRISA II assets described in Section K and those costs described in Section C.

“PRISA II Indebtedness” shall mean all indebtedness of PRISA II, whether secured or unsecured, but excluding any indebtedness related to cash and cash equivalents in the account.

“PRISA II Management Fee” shall mean F[the aggregate of the Base Management Fee, Incentive Fee and Cash Management Fee. (These terms are defined in Section D.)]

“PRISA II Net Value” shall mean on any Valuation Date, the aggregate Market Value of all PRISA II assets reduced by PRISA II Indebtedness and liability for PRISA II Expenses as of such date, and further reduced by any outstanding PRISA II Management Fees from prior quarters.

“PRISA II Ratio” on each Valuation Date for each contract participating in PRISA II shall be the ratio of the dollar value of such contract’s PRISA II account balance (before deduction of the PRISA II Management Fee for the current quarter but subsequent to the deduction of any outstanding PRISA II Management Fee from prior quarters) to the PRISA II Net Value, and shall be determined prior to additions, allocations, withdrawals and Section 3.2 distributions on such Valuation Date.

“Real Property” shall mean all direct and indirect interests in real estate, including without limitation fee interests, leasehold interests, debt investments such as mortgage loans, swaps, options and interests in general or limited partnerships, limited liability companies, real estate investment trusts, or any other entity, security or vehicle which, directly or indirectly, has Real Property as its primary underlying investment.

"Reserve for Operations" shall equal Prudential's estimate of future operating costs of PRISA II (including capital expenditures and principal repayments which are anticipated to be greater than projected quarterly cash flow), funds estimated to be needed for acquisition of investments, and other contingencies.

F**[**"Reserve for Withdrawals" shall be all additions and net proceeds from financings and refinancings which in Prudential's discretion are not needed for operating or capital expenditures or the Reserve for Operations.**]**

F**[**"Second Tier Operating Cash Flow" shall be the portion of PRISA II Operating Cash Flow applicable to this contract's PRISA II account balance in excess of $100 million, and shall be determined by multiplying PRISA II Operating Cash Flow by this contract's PRISA II Ratio, and attributing the resulting number on a pro rata basis to the excess over $100 million of this contract's PRISA II account balance.**]**

"Valuation Date" shall mean the last Business Day in each calendar quarter.

B. PRISA II Account

PRISA II is a separate account of Prudential established pursuant to a resolution adopted by Prudential's Board of Directors. Such resolution provides that said account is to be used for contracts which specify that certain payments or values thereunder will vary to reflect the investment results of said account. Prudential may change the name of said account by notice to the Contract-Holders.

PRISA II investments are intended to be composed primarily of Real Property. PRISA II does not have an investment objective to maintain any form of diversification. The Contract-Holder acknowledges that real estate valuations are subject to numerous and various assumptions and limitations. Many different individual assumptions may be supportable and reasonable, and the interplay and compounding of different assumptions, or the use of different accepted methodologies, may produce very different estimates of value for the same property. Valuations should be considered only estimates of value, and not a measure of realizable value, and are subject to change with the passage of time.

C. Management of PRISA II

Prudential may retain such service providers as it deems necessary or desirable for the operation and management of the account. Prudential may, in its discretion, utilize in-house or affiliated service providers in lieu of such third party service providers, including but not limited to providers of legal, architectural, engineering, accounting, auditing, property management, valuation, brokerage, custodial and transfer agent services, in which event the cost of such services, to the extent permitted by law, will be a PRISA II Expense.

D. Reductions for PRISA II Expenses and PRISA II Management Fee:

On each Valuation Date, PRISA II will be reduced by PRISA II Expenses.

On each Valuation Date, each contract's PRISA II account balance will be assessed the PRISA II Management Fee for the calendar quarter ending on such Valuation Date, which fee will be charged by the cancellation of PRISA II Units and which fee will be allocated among subaccounts in proportion to their balances.

The PRISA II Management Fee will be determined by Prudential as described below:

F[(a) The Base Management Fee will equal the product derived by multiplying the Quarterly Base Management Fee Rate by this contract's PRISA II Ratio of the Determined Cost of PRISA II Assets on each Valuation Date.

(b) The Incentive Fee will equal the excess of (1) over (2), where (1) is the sum of (i) the product derived by multiplying .06 by the First Tier Operating Cash Flow for the four calendar quarters ending on the Valuation Date, and (ii) the product derived by multiplying .05 by the Second Tier Operating Cash Flow for the four calendar quarters ending on the Valuation Date; and

(2) is the sum of the Incentive Fees previously paid or payable for the three calendar quarters prior to the quarter ending on the Valuation Date.

If (2) is greater than (1), no Incentive Fee is payable on such Valuation Date and Prudential shall credit the difference between (1) and (2) against Incentive Fees due on succeeding Valuation Dates, as necessary until such difference is extinguished.

(c) The Cash Management Fee will be the product derived by multiplying .00025 by this contract's PRISA II Ratio of the total amount of cash and cash equivalents in PRISA II on each Valuation Date (prior to deduction of the PRISA II Management Fee and increases and reductions in PRISA II participation on such Valuation Date).]

In no event shall the Management Fee payable by the contract-holder on an annual basis exceed the Maximum Fee.

The Maximum Fee shall be equal to either:

(i) the product of (a) 1.30% and (b) the contract-holder's average account balance (being the average calculated on December 31 of the contract-holder's account balances on each of the four Valuation Dates occurring March 31, June 30, September 30 and December 31, such amount, the contract-holder's "AAB") where the contract-holder's AAB is between $0 to $25 million, or

(ii) the product of (a) 1.25% and (b) the contract-holder's AAB where the contract-holder's AAB is in excess of $25 million and up to $50 million, or

(iii) the product of (a) 1.20% and (b) the contract-holder's AAB where the contract-holder's AAB is in excess of $50 million and up to $100 million, or

(iv) the product of (a) 1.15% and (b) the contract-holder's AAB where the contract-holder's AAB is in excess of $100 million and up to $200 million, or

(v) the product of (a) 1.10% and (b) the contract-holder's AAB where the contract-holder's AAB is in excess of $200 million and up to $500 million, or

(vi) the product of (a) 1.00% and (b) the contract-holder's AAB where the contract-holder's AAB is in excess of $500 million.

In the event that the Management Fee paid by the contract-holder on an annual basis would exceed the Maximum Fee, the Management Fee due and payable on December 31 shall be an amount equal to (i) the Maximum Fee less (ii) the aggregate of the Management Fee paid by the contract-holder on the three prior Valuation Dates.

No separate fees for administration will be charged with respect to PRISA II.

E. Limitations Applicable to Additions to the PRISA II Account

Contract-Holders investing in PRISA II may add amounts to the PRISA II Account and any subaccounts on a Valuation Date and then only with the consent of Prudential and in accordance with such conditions, including advance notice and deposit requirements, as may be established from time to time by Prudential in its discretion.

Prudential may discontinue accepting amounts for addition to PRISA II, including additions of quarterly allocations described in Section G below, at any time and from time-to-time.

F. Transfers of PRISA II Units to Other Eligible Contract-Holders

Contract-Holders investing in PRISA II may transfer PRISA II Units to other eligible Contract-Holders with the consent of Prudential and in accordance with such conditions and upon such advance notice as may be established from time to time by Prudential in its discretion. Such transfers may be made on days other than a Valuation Date.

G. Quarterly Distributions

Following the end of each calendar quarter Prudential will determine a distribution to be made on the next following Valuation Date. The calendar quarter for which a determination is made is referred to herein as the "Calculation Quarter". The amount of the distribution available for each Contract-Holder shall be determined by Prudential by multiplying the Operating Cash Flow for the Calculation Quarter by the Contract-Holder's PRISA II Ratio as of the Valuation Date which ends the Calculation Quarter. Distributions will be retained in the Contract-Holder's PRISA II account balance and will be allocated to subaccounts in accordance with the PRISA II Units in each subaccount unless the contract-holder elects otherwise.

Contract-Holders may elect in writing to receive such distribution, and such election will be effective until rescinded in writing by the Contract-Holder. J**[**Elections to receive such distributions or rescissions of such elections must be received by Prudential in the calendar quarter prior to the calendar quarter for which such election or rescission relates.**]** PRISA II units equal in value to such distributions will be canceled at the time of such distribution.

As an example of the above-described procedure, Operating Cash Flow for the first calendar quarter in a year shall be distributed on the Valuation Date ending the second calendar quarter of such year, based on a contract-holder's PRISA II Ratio as of the Valuation Date ending the first calendar quarter of such year.

H. Limitations Applicable to Withdrawals at the Election of the Contract-Holder and Section 3.2 Distributions

Withdrawals from the PRISA II Account (including Section 3.2 distributions) may be made only on a Valuation Date and will be disbursed as soon as practical thereafter. A written request for a withdrawal (including Section 3.2 distributions) must be received by Prudential not less than three months before the Valuation Date on which the withdrawal is desired or Section 3.2 distribution is required.

On each Valuation Date, or as soon as practical thereafter, the amount of funds in the Reserve for Withdrawals will be disbursed as follows:

(a) The Reserve for Withdrawals will first be reduced by any allocations to be made by Prudential pursuant to Section I.(b).

(b) If the total amount of all requested withdrawals and Section 3.2 distributions for such Valuation Date from all contracts with PRISA II participation is equal to or less than the amount of the Reserve for Withdrawals on such Valuation Date (after any reduction described in (a) above), such total amount will be disbursed. If this condition does not prevail, items (c) through (e) will apply.

(c) The product of this contract's PRISA II Ratio and the Reserve for Withdrawal is determined.

(d) The smaller of the amount in (c) and the amount requested for withdrawal and/or Section 3.2 distribution is disbursed.

(e) If any funds remain in the Reserve for Withdrawal after disbursements in accordance with (d) above have been made for all contracts, the ratio of any unfulfilled withdrawal request for this contract to the total unfulfilled requests is applied to such remainder. The result is the additional amount withdrawn for this contract.

I. Special Allocations from the PRISA II Account at the Election of Prudential

(a) Special allocations on a uniform basis to all contracts participating in PRISA II:

If Prudential determines at any time that no additional funds are required in the Reserve for Operations and funds in the Reserve for Withdrawals then exceed all unfulfilled withdrawal requests then outstanding, it may elect to make a special allocation from the PRISA II Account on a uniform basis to all contracts participating in PRISA II. Such special allocation shall be made on the next Valuation Date following such determination. Special allocations to an account balance shall be allocated to subaccounts in accordance with the PRISA II Units in each subaccount.

If Prudential elects to make such special allocation, the amount allocated from the PRISA II Account for each Contract-Holder shall be determined by multiplying the contract's PRISA II Ratio on such Valuation Date (prior to any additions or withdrawals) by the amount deemed available by Prudential for a special allocation on such Valuation Date.

(b) Special allocations on other than a uniform basis:

Prudential may elect to make a special allocation of all or a portion of this contract's PRISA II account balance, if (i) Prudential, in its sole judgment, determines that such allocation should be made to comply with applicable law or regulation, or (ii) in the event this contract's PRISA II account balance is less than F**[**$100,000**]**, to reduce this contract's PRISA II account balance (through one or more allocations) to zero.

Prudential will have no obligation solely by virtue of any such special allocation to make an allocation of any portion of the PRISA II Account of any other contract with PRISA II participation.

If Prudential elects to make an allocation pursuant to this Section I, it will notify the Contract-Holder of the Valuation Date as of which such allocation will take place, and that it will transfer the amount arising from such allocation to a temporary investment account maintained for such purpose unless it receives direction from the Contract-Holder as to the disposition of such amount at least five Business Days prior to such Valuation Date.

The provisions of this Section I supersede the provisions of Section 3.3 hereof.

J. Contract-Holders' Right to Initiate Liquidation of PRISA II

Upon receipt of unconditional and irrevocable written instructions to liquidate the account from the holders of at least 66.7% of the Units of PRISA II, Prudential will proceed to liquidate all PRISA II investments in an orderly and prudent manner and distribute the proceeds to PRISA II investors. Prudential may withhold such amounts from such distribution as it deems necessary or prudent as a reserve against contingent or potential liabilities. Receipt of such instructions will be deemed to be the simultaneous receipt of full withdrawal requests from all Contract-Holders, which requests shall not be subject to the prior notice requirement set forth in Section G. Prudential will attempt to complete such liquidation within two years of its receipt of such notices, provided that the actual time required to dispose of all PRISA II assets and liquidate the account will depend on many factors, including but not limited to the number and characteristics of individual PRISA II investments and then prevailing market conditions, and therefore liquidation may not occur within such period.

In the event Prudential receives a notice from a holder or holders of at least 20% of the Units of PRISA II that such holder or holders intends to exercise or explore exercising the rights outlined in this Section J, Prudential will promptly notify all Contract-Holders of its receipt of such notice and the name and address of the Contract-Holder or Contract-Holders who provided such notice (provided that Prudential will respect any written request from a Contract-Holder not to disclose its name and address).

K. Contract-Holders' Right to Terminate Prudential

Upon receipt of unconditional and irrevocable written instructions from the holders of at least 66.7% of the Units of PRISA II, identification of a substitute title-holder, and written acceptance acceptable to Prudential from such substitute title-holder, Prudential will transfer all PRISA II assets to such substitute title-holder, other than cash needed for the continued operation of the account pending its termination. Any assets which cannot be transferred, or which the substitute title-holder instructs Prudential in writing to dispose of, will be sold or otherwise disposed of in an orderly and prudent manner. All costs of transfer will be deemed a PRISA II Expense. Pending the transfer or disposition of all

PRISA II assets, the account shall continue to be operated as provided herein. Upon the transfer or disposition of all PRISA II assets, the account will terminate.

In the event Prudential receives a notice from a holder or holders of at least 20% of the Units of PRISA II that such holder or holders intends to exercise or explore exercising the rights outlined in this Section K, Prudential will promptly notify all Contract-Holders of its receipt of such notice and the name and address of the Contract-Holder or Contract-Holders who provided such notice (provided that Prudential will respect any written request from a Contract-Holder not to disclose its name and address).

SCHEDULE OF PURCHASE RATES

G[The amount required to purchase for an annuitant an immediate fixed dollar annuity of $1 per month is equal to $850 plus the amount determined from the appropriate Schedule below.]

SCHEDULE A - Life Only Form

Age on date of annuity purchase	G[3% Interest Rate
60	$212.75
65	184.36
70	155.83]

SCHEDULE B - Life - 120 Payment Certain Annuity Form

Age on date of annuity purchase	G[3% Interest Rate
60	$216.86
65	191.33
70	166.52]

The rates shown in these Schedules are to be used without adjustment only when the interest rate determined as described in Article VII is set forth above, the date of purchase occurs in G[2010] and the annuitant's age on the date of purchase is that shown. The rates for other interest rates, years and ages will be furnished upon request.

NOTE: Other forms of annuity may be purchased with Prudential's consent. The rates needed for these forms will be determined by Prudential on a basis consistent with that used for the above forms.

The rate basis for the rates shown in Schedules A and B and for the rates to be used with respect to any other annuity form described in Article VII is:

Mortality: G[1994 Group Annuity Mortality Basic Table with projection scale AA unisex blend of 60% male and 40% female.

Interest: The interest rate applicable on the date of purchase as determined in accordance with Article VII.

Loading: Loading in the above rates is 4.5% of the gross purchase price.]

SCHEDULE OF PRIMARY ANNUITANTS

H [

NAME
John Doe

]

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Please see attached compliance certification. Note that Flesch readability certification is not applicable to this filing.

Attachment:

Arkansas_Certification.pdf

Item Status: **Status Date:**

Satisfied - Item: Memorandum of Variability

Comments:

Please see the attached Memorandum of Variability.

Attachment:

MOV for GSA-100F-2004.pdf

Arkansas

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.

Contract - Form # GSA-100F-2004

Timothy M. Hopkin

Digitally signed by Timothy M. Hopkin
DN: cn=Timothy M. Hopkin, c=US, o=The Prudential Insurance Company of America, ou=Prudential Retirement, email=timothy.hopkin@prudential.com
Date: 2011.04.26 16:09:29 -04'00'

Timothy M. Hopkin
Second Vice President

April 27, 2011
Date

MEMORANDUM OF VARIABILITY
GSA-100F-2004 Separate Account Group Annuity (the "Form")

Variable text is shown with boldface brackets and is keyed to a superscript corresponding to the following descriptions of the scope of the permissible changes. Bracketed wording may be deleted in total if it is not needed to document the Form.

In addition to the variable text (both in the Table of Contents and throughout the Form), changes will be made to correct punctuation and grammar, to correct section and sub-section numbering and cross references, and to correct pagination.

A. Allows for contract-specific information such as name, contract number, effective date, commitment amount, signature block configuration (to accommodate one or multiple signatures), and use of the appropriate choice of text in Article VI (depending on the type of contract-holder).

B. Allows for changes to Prudential's address, telephone number, officer signatures and titles authorized to execute the Form on behalf of Prudential.

C. Separate accounts included in Article VIII will be listed in the Table of Contents. The choice of separate accounts included will be based on the specifics of the transaction with the contract-holder. One or more separate accounts will be included in an issued Form. If a separate account is added subsequent to issuance of the Form, an amendment will be issued adding the separate account. The separate account description pages for the added account will show a "date added" in the top right corner.

D. Numerical values are bracketed to allow for changes in the future due to changed procedures.

E. Allows for change in market reference term if industry practices change.

F. Provides for changes in Prudential's fees, fee structure, fee collection method and other charges applicable to each separate account, as may be necessary from time to time.

G. Provides for updates to the Schedules of Purchase Rates and the actuarial assumptions upon which the rates are based, if appropriate.

H. Provides for changes to the Schedule of Primary Annuitants, including the data elements and annuitant specific data.

I. Provides for changes to the section describing eligible Contract-Holders.

J. Provides for changes in the election process related to quarterly distributions.