

SERFF Tracking Number: PRUD-128357319 State: Arkansas
Filing Company: Pruco Life Insurance Company State Tracking Number:
Company Tracking Number: IFSA-HD(7/12)-KJ
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: HD(7/12)
Project Name/Number: HD(7/12)/HD(7/12)

Filing at a Glance

Company: Pruco Life Insurance Company

Product Name: HD(7/12)

TOI: A03I Individual Annuities - Deferred Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: PRUD-128357319 State: Arkansas

SERFF Status: Closed-Approved- Closed State Tr Num:

Co Tr Num: IFSA-HD(7/12)-KJ

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Elaine Tweedus, John

Disposition Date: 05/21/2012

Witteman, Anthony Pereira, Carolyn

Cargnel, Pamela Bonaparte-

Golding, Kristin Jaekle, Jennifer

Hluska

Date Submitted: 05/15/2012

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: HD(7/12)

Project Number: HD(7/12)

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: The enclosed forms have not been filed in our State of Domicile, Arizona, as they are exempt from filing

pursuant to Arizona Revised Statutes, Section 20-1110.F, and the Exemptive Order dated October 22, 2003.

Market Type: Individual

Individual Market Type:

Filing Status Changed: 05/21/2012

State Status Changed: 05/21/2012

Created By: Kristin Jaekle

Corresponding Filing Tracking Number:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Kristin Jaekle

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Filing Description:

VIA SERFF

May 15, 2012

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

RE: Pruco Life Insurance Company ("Pruco," "we," "us")
NAIC #79227 FEIN # 22-1944557

Forms Submitted for Approval:
Rider Form P-RID-HD(7/12)
Schedule Supplement Form P-SCH-HD(7/12)

Rider Form P-RID-HD-LIA(7/12)
Schedule Supplement Form P-SCH-HD-LIA(7/12)

Rider Form P-RID-HD-HDB(7/12)
Schedule Supplement Form P-SCH-HD-HDB(7/12)

Dear Commissioner Bradford:

Pruco respectfully submits the referenced forms for your approval. Once your Department approves this filing, these forms will be offered as optional benefits to any new or existing annuity clients in a non-discriminatory fashion. These forms will be used with annuity contract forms which have received your Department's prior approval.

Forms P-RID-HD(7/12) and P-SCH-HD(7/12) are similar to prior filed Forms P-RID-HD(1/11) and P-SCH-HD(1/11) that were approved by your Department on September 14, 2010 under SERFF Tracking No. PRUD-126808077.

Forms P-RID-HD-LIA(7/12) and P-SCH-HD-LIA(7/12) are similar to prior filed Forms P-RID-HD-LIA(1/11) and P-SCH-HD-LIA(1/11) that were approved by your Department on September 20, 2010 under SERFF Tracking No. PRUD-126815406.

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We have updated the prior approved Rider and Schedule Supplement forms to reflect a change in the benefit name appearing on the forms. We have updated the signature of our Corporate Secretary appearing on the last page of each Rider.

We have updated the Roll-Up Rate and Annual Income Percentage table appearing in each Schedule Supplement. The current Target Anniversary Date and Guaranteed Base Value Multiplier table now reflect a single entry, and the charge for each Rider has changed.

We also updated the form number in the lower left corner of each form to reflect a 7/12 edition date.

New Form Number Current Benefit Name New Benefit Name

P-RID-HD(7/12) Highest Daily Lifetime Income Benefit Rider Highest Daily Lifetime Income 2.0 Benefit Rider

P-SCH-HD(7/12) Highest Daily Lifetime Income Benefit Schedule Supplement Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement

P-RID-HD-LIA(7/12) Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Rider

P-SCH-HD-LIA(7/12) Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Schedule Supplement Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement

Just as in the prior approved rider forms, the above Riders make provision for guaranteed minimum payments for the lifetime of a Designated Life (Lives), defined in the Rider. A "Protected Withdrawal Value" is used to calculate the initial annual income amount. In addition, Rider P-RID-HD-LIA(7/12) makes provision for an increased guaranteed minimum payment benefit referred to as the Lifetime Income Accelerator ("LIA"). As in the prior approved versions, these Riders will make use of a transfer formula to monitor investment performance and move funds between the investment options selected by the owner and a transfer account to mitigate the risks borne by the company associated with the optional rider's guarantees.

We confirm that there is no other revision to the above Riders and Schedules as each was originally filed and approved by your Department. We are including redlined copies of each Rider and Schedule Supplements to illustrate the changes that were made.

Rider P-RID-HD-HDB(7/12) and Schedule Supplement P-SCH-HD-HDB(7/12)

These are new forms and are not intended to replace any forms on file with the Department. These forms also provide for guaranteed minimum payments for the lifetime of a Single Designated Life or Spousal Designated Lives. The Rider provides for a "Protected Withdrawal Value" and makes use of a transfer formula similar in fashion to the two Riders described above. However, this Rider also provides for a death benefit upon the death of the Single Designated Life or the Remaining Spousal Designated Life equal to the greatest of: the death benefit provided in the underlying annuity contract, any death benefit provided via a death benefit rider to the underlying annuity contract, or an amount equal to

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the greater of the Account Value on the current valuation day or the Highest Daily Death Benefit Amount (described in the Rider) on the preceding valuation day, adjusted for subsequent purchase payments and withdrawals.

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

Statements of Variable Material are included with this filing indicating the range of values or the variability of the information shown within brackets. We reserve the right to change the information shown within brackets, without re-filing with your Department, based on new business requirement and any specific classifications of annuity holders to which we wish to offer these benefits. Should we wish to change information in a Statement of Variable Material (e.g., modify the range for a given item), we will file an updated Statement with the Department before implementing the change.

Please note that actuarial memoranda, and any related material, are enclosed with this submission. These actuarial memoranda are annuity product-specific. Any certifications or other materials Pruco believes you require are also enclosed.

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

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

Very truly yours,

Kristin E. Jaekle
Contract Specialist
Phone: (203) 925-3878, Fax: (203) 944-7737
Email: kristin.jaekle@prudential.com

Enclosures
State Narrative:

Company and Contact

SERFF Tracking Number: PRUD-128357319 State: Arkansas
 Filing Company: Pruco Life Insurance Company State Tracking Number:
 Company Tracking Number: IFSA-HD(7/12)-KJ
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: HD(7/12)
 Project Name/Number: HD(7/12)/HD(7/12)

Filing Contact Information

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

Filing Company Information

Pruco Life Insurance Company CoCode: 79227 State of Domicile: Arizona
 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: 22-1944557

Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? No
 Fee Explanation: \$50 per form x 6
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pruco Life Insurance Company	\$300.00	05/15/2012	59167811

SERFF Tracking Number: PRUD-128357319 State: Arkansas
Filing Company: Pruco Life Insurance Company State Tracking Number:
Company Tracking Number: IFSA-HD(7/12)-KJ
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: HD(7/12)
Project Name/Number: HD(7/12)/HD(7/12)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/21/2012	05/21/2012

SERFF Tracking Number: PRUD-128357319 *State:* Arkansas
Filing Company: Pruco Life Insurance Company *State Tracking Number:*
Company Tracking Number: IFSA-HD(7/12)-KJ
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: HD(7/12)
Project Name/Number: HD(7/12)/HD(7/12)

Disposition

Disposition Date: 05/21/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-128357319 State: Arkansas
 Filing Company: Pruco Life Insurance Company State Tracking Number:
 Company Tracking Number: IFSA-HD(7/12)-KJ
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: HD(7/12)
 Project Name/Number: HD(7/12)/HD(7/12)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Actuarial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Redline Documents		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Certification of Compliance		Yes
Form	HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT RIDER		Yes
Form	HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT SCHEDULE SUPPLEMENT		Yes
Form	HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT RIDER		Yes
Form	HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT		Yes
Form	HIGHEST DAILY LIFETIME INCOME 2.0 WITH HIGHEST DAILY DEATH BENEFIT RIDER		Yes
Form	HIGHEST DAILY LIFETIME INCOME 2.0 WITH HIGHEST DAILY DEATH BENEFIT		Yes

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Form Schedule

Lead Form Number: P-RID-HD(7/12)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P-RID-HD(7/12)	Policy/Contract	HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT RIDER Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	P-RID-HD(7-12).pdf
	P-SCH-HD(7/12)	Schedule Pages	HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT SCHEDULE SUPPLEMENT	Initial		0.000	P-SCH-HD(7-12).pdf
	P-RID-HD-LIA(7/12)	Policy/Contract	HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT RIDER Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	P-RID-HD-LIA(7-12).pdf
	P-SCH-HD-LIA(7/12)	Schedule Pages	HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT	Initial		0.000	P-SCH-HD-LIA(7-12).pdf
	P-RID-HD-HDB(7/12)	Policy/Contract	HIGHEST DAILY LIFETIME INCOME	Initial		0.000	P-RID-HD-HDB(7-12)

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 Product Name: HD(7/12)
 Project Name/Number: HD(7/12)/HD(7/12)

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P-SCH-HD- Schedule	HIGHEST DAILY	Initial	0.000	P-SCH-HD-
HDB(7/12) Pages	LIFETIME INCOME			HDB(7-
	2.0 WITH HIGHEST			12).pdf
	DAILY DEATH			
	BENEFIT			

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT RIDER

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in the Annuity, except as may be provided below. This Rider should be read in conjunction with any applicable Market Value Adjustment ("MVA") Option Rider, any Dollar Cost Averaging ("DCA") Program Rider, and any Death Benefit Rider(s) made a part of your Annuity.

General: This Rider makes provision for guaranteed minimum payments for the lifetime of a Single Designated Life/Spousal Designated Lives (defined below). Generally, if your Account Value is reduced to zero and you meet certain requirements, we pay a remaining value, as described in the "Guarantee Payments" section.

Effective Date: The Effective Date of this Rider is shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

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

Account Value: The definition of "Account Value" in your Annuity includes the value of the Transfer Account (described below) as well as any allocation to any MVA Option or DCA MVA Option we make available in connection with your Annuity. Account Value of each MVA Option and DCA MVA Option includes any applicable Market Value Adjustment (MVA), as described in the MVA Option Rider and DCA Program Rider.

Adjusted Purchase Payments: Purchase Payments we receive, increased by any Purchase Credits applied to your Account Value in relation to Purchase Payments, and decreased by any fees or Tax Charges deducted from such Purchase Payments upon allocation to the Annuity.

Designated Life/Lives: The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

Dollar Cost Averaging MVA Option ("DCA MVA Option"): An MVA Option that we make available for use in conjunction with the DCA Program Rider.

First Death: The death of the first of the Spousal Designated Lives to die.

Guaranteed Base Value: The Unadjusted Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

Lifetime Withdrawal: Any Withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

Market Value Adjustment ("MVA"): A positive or negative adjustment used to determine the Account Value in an MVA Option or DCA MVA Option. For further details refer to the applicable MVA Option Rider or DCA Program Rider, if any, made a part of your Annuity.

Market Value Adjustment Option (“MVA Option”): An Investment Option which we may make available that is credited a fixed rate of interest for a specified period of time. During the Accumulation Period, the MVA Option is supported by assets in an MVA Separate Account. The MVA Separate Account applicable on the Effective Date is shown in the MVA Option Schedule Supplement.

Non-Lifetime Withdrawal: A Withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Minimum Surrender Value After a Partial Withdrawal, shown in the Annuity Schedule.

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

Purchase Credits: Amounts we may allocate to your Account Value in relation to Purchase Payments. Refer to your Annuity Schedule to determine if your Annuity makes provision for Purchase Credits.

Quarterly Anniversary: Each successive three-month anniversary of the Effective Date.

Spouse: An individual recognized as a spouse under federal law.

Target Anniversary Date: An anniversary of the Effective Date specified in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made up to and including that date.

Transfer Account: Unadjusted Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

Transfer Calculation Formula: A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

Unadjusted Account Value: The Account Value prior to the application of any applicable MVA.

Withdrawals: Withdrawals of any type (including free withdrawals and partial withdrawals) before the application of any applicable Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal, and after any applicable MVA.

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

Owner, Annuitant and Beneficiary Designations: For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For a Single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life.

If the Owner is an entity that we permit, the Annuitant must be the Designated Life. You may not name multiple Owners if a Single Designated Life is listed in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouses at the time this Rider is elected and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If two Owners are named, each must be a Spousal Designated Life. No additional Owners may be named. While both Spousal Designated Lives are alive, each Owner must be designated as the other Owner's primary

Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the surviving Designated Life after the First Death.

While this Rider is in effect, the Single Designated Life/Spousal Designated Lives may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider terminating at the First Death.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

Annual Income Amount: We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount ("Annual Income Amount") as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date.

If you have elected this benefit with Spousal Designated Lives, and one of the Designated Lives is removed for any reason (divorce, death, etc.), we will continue to use the date of birth of the younger of both of the original Spousal Designated Lives for purposes of calculating the applicable Annual Income Percentage.

Protected Withdrawal Value: The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. It is also one of the factors used for calculating the charge for the Rider. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Unadjusted Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, if any, shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-Off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-Off Date, is equal to the greater of:

- (1) the Unadjusted Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-Off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value at any time is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Unadjusted Account Value upon any Step-Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" and "Impact of Lifetime Withdrawals" sections below for details.

Periodic Value: The Periodic Value initially is equal to the Unadjusted Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the “Current Valuation Day”), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding Valuation Day (the “Prior Valuation Day”), appreciated at the daily equivalent of the Roll-Up Rate shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Unadjusted Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken up to and including the Target Anniversary Date, the sum of:
 - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement and
 - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made more than one year following the Effective Date up to the Current Valuation Day.

Impact of Lifetime Withdrawals: Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each Withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income (“Excess Income”). In addition, if a Lifetime Withdrawal includes the Withdrawal of an amount from an MVA Option or DCA MVA Option, resulting in an MVA which causes such Lifetime Withdrawal to exceed the Annual Income Amount for that Annuity Year, such excess amount will be considered Excess Income. Each Withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year’s Annual Income Amount reduces the Annual Income Amount proportionately. Each proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the Withdrawal of any Annual Income Amount and prior to the Withdrawal of the Excess Income (even if both Withdrawals occurred in the same day or as one Withdrawal request). Each Withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount, even if the total amount of such Withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as Withdrawals of Purchase Payments. Each Withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

Withdrawal Flexibility: Lifetime Withdrawals are not required. However, the Annual Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount.

Impact of a Non-Lifetime Withdrawal: A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that Withdrawal amount represents of the Account Value prior to the Withdrawal. These guarantees are the Protected Withdrawal Value and all future applicable Periodic Value guarantees at the Target Anniversary Date(s) shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

Additional Purchase Payment(s) after your First Withdrawal: Before your Unadjusted Account Value is reduced to zero, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Unadjusted Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

Purchase Payment(s) Limitation: We may limit any additional Purchase Payment(s) if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class, in a nondiscriminatory manner.

Required Minimum Distributions: If: (1) any Required Minimum Distributions are made in any Annuity Year from the Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount, then, such distributions of the difference of the Annual Income Amount and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of this Annuity, and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from the Annuity. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, in our sole discretion and regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution if not for the suspension as eligible for treatment under this provision.

Step-Ups: We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of the Annuity after the first Lifetime Withdrawal, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement to the highest daily Unadjusted Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of the Annuity, whichever is later), adjusted for any Withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, at the time the step-up occurs.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us in Good Order if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us in Good Order. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

Guarantee Payments: Once your Unadjusted Account Value is reduced to zero, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the Single Designated Life or the second of the Spousal Designated Lives to die (or upon the simultaneous deaths of both Spousal Designated Lives), as applicable, as long as the Spousal Designated Lives were Spouses at the time of the First Death. In the Annuity Year in which your Unadjusted Account Value is reduced to zero, the only Guarantee Payment due, if any, equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Unadjusted Account Value is reduced to zero.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living, or a fixed, single life annuity if only one of the Spousal Designated Lives is living or if this Rider was issued with a Single Designated Life. We use the same basis that is used to calculate the guaranteed annuity rates in the Annuity.

Annuity Payments: If annuity payments are to begin under the terms of the Annuity, you can elect to either:

- (1) apply your Unadjusted Account Value, less any applicable Tax Charges, to any annuity payment option available in the "Annuity Payout Options" section of the Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will continue to make such payments until the death of the Single Designated Life or, as applicable, the death of the second Spousal Designated Life as long as the Spousal Designated Lives were Spouses at the time of the First Death. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

We must receive your request at our Service Office in Good Order. If annuity payments are to begin under the terms of the Annuity and you have not made an election, we will make annual annuity payments as a joint and last survivor fixed annuity or as a single life fixed annuity, as applicable, each with ten payments certain (or a lesser number of payments certain if the life expectancy of the Annuitant at the time payments are to begin is less than 10 years, based on applicable Internal Revenue Service tables) using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in the Annuity.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in the Annuity; and
- (2) the Unadjusted Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform to applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Unadjusted Account Value in order to begin annuity payments.

Death of a Designated Life under this Rider: Please also refer to the "Termination of Benefits" section below.

Death of the Single Designated Life: If this Rider was issued with a Single Designated Life and such person dies, this Rider terminates and the Death Benefit provisions of your Annuity and any Death Benefit Rider made a part of your Annuity will apply.

Death of the First of the Spousal Designated Lives and Spousal Continuation: For purposes of this Rider the "Spousal Continuation" provision of the Annuity, as modified by any Death Benefit Rider made a part of the Annuity, is supplemented as follows:

- Upon the First Death, if a Death Benefit, would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and the surviving Designated Life chooses to continue the Annuity, this Rider will remain in force unless we are instructed otherwise.
- Upon the First Death, if a Death Benefit would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and a Spouse who chooses to continue the Annuity is not a Designated Life, this Rider terminates. Refer to the "Termination of Benefits" provision below.
- Upon the First Death, if a Death Benefit would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and the Annuity is not continued according to the Spousal Continuation section of the Annuity, the Death Benefit will be payable, and this Rider terminates as of the date we receive Due Proof of Death.
- Upon the First Death, if a Death Benefit is not payable under the Annuity or any Death Benefit Rider made a part of the Annuity (e.g., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), this Rider will continue.

Death of the Second of the Spousal Designated Lives: If this Rider was issued with Spousal Designated Lives and the second Spousal Designated Life dies, the Death Benefit provided in the Annuity or any Death Benefit Rider made a part of the Annuity will be payable, and this Rider terminates as of the date we receive Due Proof of Death.

Misstatement of Age or Sex: For purposes of this Rider, the following sentence is added to the "Misstatement of Age or Sex" section of the Annuity:

If there has been a misstatement of the age and/or sex of a Single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

Minimum Surrender Value: Any provision in the Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

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

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

Transfer Account: We monitor the investment performance of your Unadjusted Account Value each Valuation Day to determine if we need to transfer any portion of your Unadjusted Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Unadjusted Account Value to or from the Transfer Account, and we only maintain Unadjusted Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

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

Transfers to and from the Transfer Account: On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Unadjusted Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Unadjusted Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and, in the event that the Unadjusted Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken from the elected MVA Options and DCA MVA Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

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

Charge for the Rider: The charge for this Rider depends on whether you have named a Single Designated Life or Spousal Designated Lives. The charge is deducted on each Quarterly Anniversary, and is based on the greater of the Unadjusted Account Value and the Protected Withdrawal Value calculated on the last Valuation Day prior to the Quarterly Anniversary, at the quarterly equivalent of the applicable annualized rate. On the Effective Date, the applicable rate(s) is as shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account and the Transfer Account, to the extent to which the Unadjusted Account Value in the Annuity is allocated to any of them, until Withdrawals reduce the Unadjusted Account Value to zero, or this Rider terminates. Except as described below, if deduction of the charge would result in the Unadjusted Account Value falling below the Account Value "Floor" shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement, we will deduct only that portion of the charge that would not cause the Unadjusted Account Value to fall below the Account Value "Floor." If the entire Unadjusted Account Value is less than the Account Value "Floor" when we would deduct a charge for this Rider, then no charge will be deducted for that quarter. If a charge for this Rider would be deducted on the same day we process a Withdrawal request, the charge for this Rider will be deducted first, subject to the provisions of this paragraph, then the Withdrawal will be processed. The Withdrawal could cause the Unadjusted Account Value to fall below the Account Value "Floor." While deduction of the charge (other than the final charge) may not reduce the Unadjusted Account Value to zero, Withdrawals may reduce the Unadjusted Account Value to zero.

The charge for the Rider will not be treated as a Withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Unadjusted Account Value described in the "Step-Ups" section. Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" section for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" section below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted. This final charge will be deducted even if it results in the Unadjusted Account Value falling below the Account Value "Floor."

Facility of Payment: We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

Proof of Survival: Any Guarantee Payment is subject to evidence we receive in Good Order that the Single Designated Life or at least one Spousal Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the Single Designated Life or at least one of the Spousal Designated Lives. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

Recovery of Excess Guarantee Payments: We may recover from you or your estate any Guarantee Payments made after the death of the Single Designated Life or both Spousal Designated Lives.

Termination of Benefits: You may terminate this Rider at any time upon notification to us in Good Order. Upon the termination of this Rider, we transfer any remaining Unadjusted Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If the Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the Investment Options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the surviving Spousal Designated Life does not elect to continue the Annuity, and there is any Unadjusted Account Value on the date of death;
- (3) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and there is any Unadjusted Account Value on the date of death;
- (4) the date of receipt of Due Proof of Death of the Single Designated Life or the second to die of the Spousal Designated Lives, if death occurs while there is any Unadjusted Account Value on the date of death;
- (5) the date of death of the Single Designated Life or the second to die of the Spousal Designated Lives when Unadjusted Account Value is reduced to zero as of the date of death;
- (6) if there is any Unadjusted Account Value on the Annuity Date, or if earlier, the date we transfer all Unadjusted Account Value in order to begin annuity payments;
- (7) each of the Unadjusted Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" section of this Rider or the Annuity, or if we do not then consent, on a non-discriminatory basis, to continue the Rider.

PRUCO LIFE INSURANCE COMPANY



[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT SCHEDULE SUPPLEMENT

Annuity Number: [001-0001]

Effective Date of the Highest Daily Lifetime Income 2.0 Benefit Rider: [Issue Date of the Annuity]

[[Single][Spousal] Designated Life/Lives]:

[John Doe]
[[Mary Doe]

Date of Birth: [February 21, 1945]
Date of Birth: [January 1, 1946]

Roll-Up Rate: [5.0% per year]

Annual Income Percentage:

[Attained Age of Single Designated Life	Annual Income Percentage	Attained Age of Younger Spousal Designated Life	Annual Income Percentage
Less than 55	3%	Less than 55	2.5%
55 - less than 65	4%	55 - less than 65	3.5%
65 - less than 85	5%	65 - less than 85	4.5%
85 or more	6%	85 or more	5.5%]

Minimum Guarantee Payment: [\$100]

Target Anniversary Date(s): [The 12th Anniversary of the Effective Date]

Guaranteed Base Value Multiplier:

[Target Anniversary Date	Guaranteed Base Value Multiplier
12 th Anniversary of the Effective Date	200%]

Periodic Value Cut-Off Date: [Not Applicable]

Transfer Account: [AST Investment Grade Bond Portfolio]. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

Charge for the Rider: [You have elected this Rider on a [Single Designated Life] [Spousal Designated Lives] basis. Therefore the charge for the Rider is an annualized rate of [1.00] [1.10].%.]

Account Value "Floor": [The lesser of [\$500] or [5%] of the sum of the Unadjusted Account Value on the Effective Date and any subsequent Adjusted Purchase Payments.]

**HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

TRANSFER CALCULATION FORMULA

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

- o C_u the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_{us} the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_t the target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_l the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o L the target value as of the current Valuation Day.
- o r the target ratio.
- o a the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o V_V the total value of all elected Sub-accounts in the Annuity.
- o V_F the Unadjusted Account Value of all elected MVA Options and DCA MVA Options in the Annuity
- o B the total value of all Transfer Account allocations.
- o P the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greatest of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income*; and (2) the Protected Withdrawal Value on any Anniversary of the Issue Date subsequent to the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionately for Excess Income* and (3) any highest daily Unadjusted Account Value occurring on or after the later of the immediately preceding Anniversary of the Issue Date, or the date of the first Lifetime Withdrawal, and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments, and adjusted for Withdrawals, as described in the Rider.
- o T the amount of a transfer into or out of the Transfer Account
- o T_M the amount of a monthly transfer out of the Transfer Account

*Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

Daily Target Value Calculation:

On each Valuation Day, a target value (L) is calculated, according to the following formula. Target values are subject to change for new elections of the Rider on a going-forward basis.

$$L = 0.05 * P * a$$

Daily Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / (V_V + V_F)$$

- If on the third consecutive Valuation Day $r > C_u$ and $r \leq C_{us}$ or if on any day $r > C_{us}$ and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts, MVA Options and DCA MVA Options, if applicable, are transferred to the Transfer Account in accordance with the "Transfer" section of the Rider.

**HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

- If $r < C_i$, and there are currently assets in the Transfer Account ($B > 0$), assets in the Transfer Account are transferred to the elected Sub-accounts in accordance with the "Transfer" section of the Rider.

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

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_i] / (1 - C_i))$ Money is transferred from the elected Sub-accounts, MVA Options, and DCA MVA Options to the Transfer Account

$T = \{\text{Min} (B, - [L - B - (V_V + V_F) * C_i] / (1 - C_i))\}$ Money is transferred from the Transfer Account to the elected Sub-accounts

Monthly Transfer Calculation:

On each monthly anniversary of the Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u)$, then

$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$ Money is transferred from the Transfer Account to the elected Sub-accounts.]

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HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT RIDER

This Rider is made a part of the Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in the Annuity, except as may be provided below. This Rider should be read in conjunction with any applicable Market Value Adjustment ("MVA") Option Rider, any Dollar Cost Averaging ("DCA") Program Rider, and any Death Benefit Rider(s) made a part of your Annuity.

General: This Rider makes provision for guaranteed minimum payments for the lifetime of a single Designated Life (defined below). Generally, if your Account Value is reduced to zero and you meet certain requirements, we pay a remaining value, as described in the "Guarantee Payments" section. This Rider makes provision for an increased guaranteed minimum payment benefit if you meet certain requirements which may affect your life expectancy. Please refer to the "Lifetime Income Accelerator Amount" section.

Effective Date: The Effective Date of this Rider is shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement.

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

Account Value: The definition of "Account Value" in your Annuity includes the value of the Transfer Account (described below) as well as any allocation to an MVA Option or DCA MVA Option we make available in connection with your Annuity. Account Value of each MVA Option and DCA MVA Option includes any applicable Market Value Adjustment (MVA), as described in the MVA Option Rider and DCA Program Rider.

Activities of Daily Living: Basic abilities to care for oneself:

Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Dressing: Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Bathing: Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.

Toileting: Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring: Moving into or out of a bed, chair or wheelchair.

Continence: Maintaining control of bowel or bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform personal hygiene (including caring for catheter or colostomy bag).

Adjusted Purchase Payments: Purchase Payments we receive, increased by any Purchase Credits applied to your Account Value in relation to Purchase Payments and decreased by any fees or Tax Charges deducted from such Purchase Payments upon allocation to the Annuity.

Designated Life: The natural person who is the measuring life for the benefits described in this Rider and who is the person shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement.

Dollar Cost Averaging MVA Option ("DCA MVA Option"): An MVA Option that we make available for use in conjunction with the DCA Program Rider.

Guaranteed Base Value: The Unadjusted Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

Lifetime Income Accelerator (LIA): A benefit provided by this Rider which would allow you to take an increased income amount each Annuity Year, as one or multiple Withdrawals, if you meet certain eligibility requirements. These eligibility requirements are described in the "Lifetime Income Accelerator Amount" provisions below.

Lifetime Withdrawal: Any Withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

Market Value Adjustment ("MVA"): A positive or negative adjustment used to determine the Account Value in an MVA Option or DCA MVA Option. For further details refer to the applicable MVA Option Rider and DCA Program Rider, if any, made a part of your Annuity.

Market Value Adjustment Option ("MVA Option"): An Investment Option which we may make available that is credited a fixed rate of interest for a specified period of time. During the Accumulation Period, the MVA Option is supported by assets in an MVA Separate Account. The MVA Separate Account in effect on the Effective Date is shown in the MVA Option Schedule Supplement.

Non-Lifetime Withdrawal: A Withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Minimum Surrender Value After a Partial Withdrawal shown in the Annuity Schedule.

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

Purchase Credits: Amounts we may allocate to your Account Value in relation to Purchase Payments. Refer to your Annuity Schedule to determine if your Annuity makes provision for Purchase Credits.

Qualified Nursing Facility: a facility operated pursuant to laws of any United States jurisdiction, providing medically necessary in-patient care which is:

- (a) prescribed by a licensed Physician in writing; and
- (b) based on physical limitations which prohibit daily living in a non-institutional setting.

Quarterly Anniversary: Each successive three-month anniversary of the Effective Date.

Target Anniversary Date: An anniversary of the Effective Date specified in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made up to and including that date.

Tenth Anniversary Date: The tenth anniversary of the Effective Date.

Transfer Account: Unadjusted Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement.

Transfer Calculation Formula: A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement.

Unadjusted Account Value: The Account Value prior to the application of any applicable MVA.

Withdrawals: Withdrawals of any type (including free withdrawals and partial withdrawals) before the application of any applicable Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal, and after any applicable MVA.

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

Owner, Annuitant and Beneficiary Designations: For purposes of electing and maintaining this Rider, the designations under the Annuity must be as follows:

For the Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life.

If the Owner is an entity that we permit, the Annuitant must be the Designated Life. The Designated Life may not name multiple Owners.

While this Rider is in effect, the Designated Life may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), however, such new Beneficiary(ies) will not be a Designated Life.

Annual Income Amount: We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount as one or multiple Lifetime Withdrawals ("Annual Income Amount"). The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the Designated Life on the date of the first Lifetime Withdrawal after the Effective Date.

Lifetime Income Accelerator Amount: We also guarantee that, subject to the limits and conditions outlined in this Rider, if you become eligible for LIA by meeting the qualifications described below under "Eligibility," each Annuity Year you may take an increased income amount as one or multiple Lifetime Withdrawals ("Lifetime Income Accelerator Amount"). If you have qualified for LIA at the time of the first Lifetime Withdrawal after the Effective Date, then the initial Lifetime Income Accelerator Amount is determined by multiplying the Annual Income Amount by the Multiplier for LIA indicated in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement. If you qualify for LIA subsequent to the first Lifetime Withdrawal, then the Lifetime Income Accelerator Amount for the Annuity Year in which you qualify is calculated by taking the Annual Income Amount for subsequent Annuity Years (as described below), and multiplying it by the Multiplier for LIA, and reducing it by the amount of any Lifetime Withdrawals that have occurred during the current Annuity Year prior to eligibility having been established for LIA. The Lifetime Income Accelerator Amount for subsequent Annuity Years will be equal to the Annual Income Amount for subsequent Annuity Years multiplied by the Multiplier for LIA.

Eligibility: In order to become eligible for LIA, a request must be submitted in Good Order after the Effective Date shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement, and the eligibility requirements described below must be met. We determine eligibility for LIA through our administrative process which may include an assessment by a third party of our choice. Such assessment may be in person. The Designated Life must be available for any assessment or reassessment our administrative process may require. Any costs associated with the assessment will be assumed by us. Eligibility for this benefit is based on proof that one of the following conditions which may affect your life expectancy exists, as defined in this Rider:

- The Designated Life is confined to a Qualified Nursing Facility.
- The Designated Life is unable to perform two or more Activities of Daily Living.

Eligibility is also subject to completion of the Waiting Period and the Elimination Period as shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement. The Waiting Period and the Elimination Period may run concurrently. Upon eligibility, the Designated Life will be eligible for the Lifetime Income Accelerator Amount.

Once the Designated Life becomes eligible for this benefit, a periodic reassessment for eligibility will be performed to ensure that one of the conditions listed above continues to be met. If such reassessment determines that the Designated Life is ineligible to receive the benefit, he/she will no longer be eligible for the Lifetime Income Accelerator Amount, and the guaranteed minimum payment amount will be the then current Annual Income Amount. Any such ineligibility will be effective upon the next anniversary of the Issue Date following the determination that the Designated Life is no longer eligible for LIA. Subsequent to any such ineligibility, the Designated Life may again request LIA in Good Order. Such request will be subject to completion of our administrative process and a new Elimination Period.

Lifetime Income Accelerator Limitation: We may limit the number of Annuity Years in which you can be eligible for the Lifetime Income Accelerator Amount. Any limitation is indicated in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement. If the Designated Life is otherwise eligible for LIA during a number of Annuity Years that is greater than the limitation indicated, the Designated Life will be considered ineligible for LIA, and the Lifetime Income Accelerator Amount will no longer be available.

Protected Withdrawal Value: The Protected Withdrawal Value is used to calculate the initial Annual Income Amount, and any Lifetime Income Accelerator Amount, if applicable. It is also one of the factors used for calculating the charge for the Rider. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Unadjusted Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, if any, shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-Off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-Off Date, is equal to the greater of:

- (1) the Unadjusted Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-Off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value at any time is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Unadjusted Account Value upon any Step Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" and "Impact of Lifetime Withdrawals" sections below for details.

Periodic Value: The Periodic Value initially is equal to the Unadjusted Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding Valuation Day (the “Prior Valuation Day”) appreciated at the daily equivalent of the Roll-Up Rate indicated in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Unadjusted Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken up to and including the Target Anniversary Date, the sum of:
 - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement and
 - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made more than one year following the Effective Date up to the Current Valuation Day.

Impact of Lifetime Withdrawals: Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each Withdrawal. If eligibility for LIA has not been established, Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. If eligibility for LIA has been established, Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Lifetime Income Accelerator Amount for that Annuity Year do not reduce the Annual Income Amount or Lifetime Income Accelerator Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the remaining Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) for that Annuity Year is considered excess income (“Excess Income”). In addition, if a Lifetime Withdrawal includes the Withdrawal of an amount from an MVA Option or DCA MVA Option, resulting in an MVA which causes such Lifetime Withdrawal to exceed the Annual Income Amount for that Annuity Year, such excess amount will be considered Excess Income. Each Withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year’s Annual Income Amount (or, if eligible for LIA, Lifetime Income Accelerator Amount) reduces the Annual Income Amount proportionately, and, if the Designated Life is eligible for LIA, reduces the Lifetime Income Accelerator Amount by the same proportion. Each proportional reduction is calculated by multiplying the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) by the ratio of the Excess Income to the Account Value immediately subsequent to the Withdrawal of any Annual Income Amount (or, if eligible for LIA, the Lifetime Accelerator Amount) and prior to the Withdrawal of the Excess Income (even if both Withdrawals occurred in the same day or as one Withdrawal request). Each Withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount), even if the total amount of such Withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as Withdrawals of Purchase Payments. Each Withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

Withdrawal Flexibility: Lifetime Withdrawals are not required. However, neither the Annual Income Amount nor the Lifetime Income Accelerator Amount is increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount, or if you are eligible for LIA, the Lifetime Annual Income Accelerator Amount.

Impact of a Non-Lifetime Withdrawal: A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that Withdrawal amount represents of the Account Value prior to the Withdrawal. These guarantees are the Protected Withdrawal Value and all future applicable Periodic Value guarantees at the Target Anniversary Date(s) shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement.

Additional Purchase Payment(s) after your First Withdrawal: Before your Unadjusted Account Value is reduced to zero, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Unadjusted Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the Designated Life on the date of the first Lifetime Withdrawal after the Effective Date. The Lifetime Income Accelerator Amount is increased by multiplying the Annual Income Amount by the Multiplier for LIA, if eligibility for LIA has been met. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

Purchase Payment(s) Limitation: We may limit any additional Purchase Payment(s) if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class, in a nondiscriminatory manner.

Required Minimum Distributions: If: (1) any Required Minimum Distributions are made in any Annuity Year from the Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount), then, such distributions of the difference of the Annual Income Amount (or, if eligible for LIA, Lifetime Income Accelerator Amount) and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of the Annuity, and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from the Annuity. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, in our sole discretion and regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution, if not for the suspension, as eligible for treatment under this provision.

Step-Ups: We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of the Annuity after the first Lifetime Withdrawal, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement to the highest daily Unadjusted Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of the Annuity, whichever is later), adjusted for any Withdrawals and any additional Adjusted

Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the Designated Life at the time the step-up occurs. If you have qualified for LIA, then upon any step-up, the Lifetime Income Accelerator Amount will be reset by applying the Multiplier for LIA to the Annual Income Amount.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us in Good Order if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us in Good Order. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

Guarantee Payments: Once your Unadjusted Account Value is reduced to zero, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the Designated Life. If the Designated Life is not eligible for LIA, then in the Annuity Year your Unadjusted Account Value is reduced to zero, the only Guarantee Payment due, if any, equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Unadjusted Account Value is reduced to zero. If the Designated Life is eligible for LIA, then in the Annuity Year the Unadjusted Account Value is reduced to zero, the only Guarantee Payment due, if any, generally equals the Lifetime Income Accelerator Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years in which you continue to be eligible for LIA, the Guarantee Payment equals the Lifetime Income Accelerator Amount. In subsequent Annuity Years when you are not eligible for LIA, the Guarantee Payment equals the Annual Income Amount.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, single life annuity. We use the same basis that is used to calculate the guaranteed annuity rates in the Annuity.

Annuity Payments: If annuity payments are to begin under the terms of the Annuity, you can elect to either:

- (1) apply your Unadjusted Account Value, less any applicable Tax Charges, to any annuity payment option available in the "Annuity Payout Options" section of the Annuity; or
- (2) request that, if annuity payments are to begin after the Tenth Anniversary Date, we make annuity payments each year equal to the Annual Income Amount. In any year that you are eligible for LIA, we make annuity payments equal to the Lifetime Income Accelerator Amount. If you would receive a greater payment by applying your Unadjusted Account Value to receive payments for life under the Annuity, we will pay the greater amount.

We will continue to make payments until the death of the Designated Life. If this option is elected, the Annual Income Amount and Lifetime Income Accelerator Amount will not increase after annuity payments have begun.

We must receive your request at our Service Office in Good Order. If annuity payments are to begin under the terms of the Annuity and you have not made an election, we will make annual annuity payments as a single life fixed annuity with ten payments certain (or a lesser number of payments certain if the life expectancy of the Annuitant at the time payments are to begin is less than 10 years, based on applicable Internal Revenue Service tables) using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in the Annuity.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in the Annuity; and
- (2) the Unadjusted Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform to applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Unadjusted Account Value in order to begin annuity payments.

Misstatement of Age or Sex: For purposes of this Rider, the following sentence is added to the "Misstatement of Age or Sex" section of the Annuity:

If there has been a misstatement of the age and/or sex of the Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

Minimum Surrender Value: Any provision in the Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

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

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

Transfer Account: We monitor the investment performance of your Unadjusted Account Value each Valuation Day to determine if we need to transfer any portion of your Unadjusted Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Unadjusted Account Value to or from the Transfer Account, and we only maintain Unadjusted Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

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

Transfers to and from the Transfer Account: On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Unadjusted Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Unadjusted Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and, in the event that the Unadjusted Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken from the elected MVA Options And DCA MVA Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

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

Charge for the Rider: The charge is deducted on each Quarterly Anniversary, and is based on the greater of the Unadjusted Account Value and the Protected Withdrawal Value calculated on the last Valuation Day prior to the Quarterly Anniversary, at the quarterly equivalent of the applicable annualized rate. On the Effective Date, the applicable rate is as shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account and the Transfer Account, to the extent to which the Unadjusted Account Value in the Annuity is allocated to any of them, until Withdrawals reduce the Unadjusted Account Value to zero or this Rider terminates. Except as described below, if deduction of the charge would result in the Unadjusted Account Value falling below the Account Value "Floor" shown in the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement, we will deduct only that portion of the charge that would not cause the Unadjusted Account Value to fall below the Account Value "Floor." If the entire Unadjusted Account Value is less than the Account Value "Floor" when we would deduct a charge for this Rider, then no charge will be deducted for that quarter. If a charge for this Rider would be deducted on the same day we process a Withdrawal request, the charge for the Rider will be deducted first, subject to the provisions of this paragraph, then the Withdrawal will be processed. The Withdrawal could cause the Unadjusted Account Value to fall below the Account Value "Floor." While deduction of the charge (other than the final charge) may not reduce the Unadjusted Account Value to zero, Withdrawals may reduce the Unadjusted Account Value to zero.

The charge for the Rider will not be treated as a Withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Unadjusted Account Value described in the "Step-Ups" section.

Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" section for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" section below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted. This final charge will be deducted even if it results in the Unadjusted Account Value falling below the Account Value "Floor."

Facility of Payment: We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if the Designated Life payee is deemed to be legally incompetent, as permitted by law.

Proof of Survival: Any Guarantee Payment is subject to evidence we receive in Good Order that the Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the Designated Life. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

Recovery of Excess Guarantee Payments: We may recover from you or your estate any Guarantee Payments made after the death of the Designated Life.

Termination of Benefits: You may terminate this entire Rider at any time upon notification to us in Good Order. Upon the termination of this Rider, we transfer any remaining Unadjusted Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If the Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the Investment Options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of Due Proof of Death of the Designated Life;
- (3) if Unadjusted Account Value remains on the Annuity Date, or if an election is made to commence annuity payments prior to the Tenth Anniversary Date, the date we transfer all Unadjusted Account Value in order to begin annuity payments;
- (4) each of the Unadjusted Account Value and the Annual Income Amount is zero; and
- (5) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" section of this Rider or the Annuity, or if we do not then consent, on a non-discriminatory basis, to continue the Rider.

PRUCO LIFE INSURANCE COMPANY



[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

**HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT
SCHEDULE SUPPLEMENT**

Annuity Number: [001-0001]

**Effective Date of the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator
Benefit Rider:** [Issue Date of the Annuity]

Designated Life: [John Doe]

Date of Birth: [February 21, 1945]

Roll-Up Rate: [5.0% per year]

Annual Income Percentage:

[Attained Age of Designated Life	Annual Income Percentage
Less than 55	3%
55 – less than 65	4%
65 -- less than 85	5%
85 or older	6%]

Minimum Guarantee Payment: [\$100]

Target Anniversary Date(s): [The 12th Anniversary of the Effective Date]

Guaranteed Base Value Multiplier:

[Target Anniversary Date	Guaranteed Base Value Multiplier
12 th Anniversary of the Effective Date	200%]

Periodic Value Cut-Off Date: [Not Applicable]

Transfer Account: [AST Investment Grade Bond Portfolio]. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

Charge for the Rider: [An annualized rate of [1.50]%].

Account Value “Floor”: [The lesser of [\$500] or [5%] of the sum of the Unadjusted Account Value on the Effective Date and any subsequent Adjusted Purchase Payments.]

Waiting Period: [36 Months from the Effective Date]

Elimination Period: [[120 Days] from receipt of request for accelerated eligibility for increased guaranteed minimum payments.]

Multiplier for LIA: [2]

LIA Limitation: [Not Applicable]

**HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR
BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

TRANSFER CALCULATION FORMULA

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

- o C_u the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_{us} the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_t the target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_l the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o L the target value as of the current Valuation Day.
- o r the target ratio.
- o a the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o V_V the total value of all elected Sub-accounts in the Annuity.
- o V_F the Unadjusted Account Value of all elected MVA Options and DCA MVA Options in the Annuity.
- o B the total value of all Transfer Account allocations.
- o P the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greatest of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income*; and (2) the Protected Withdrawal Value on any Anniversary of the Issue Date subsequent to the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income*; and (3) any highest daily Unadjusted Account Value occurring on or after the later of the immediately preceding Anniversary of the Issue Date, or the date of the first Lifetime Withdrawal, and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments, and adjusted for Withdrawals as described in the Rider.
- o T the amount of a transfer into or out of the Transfer Account.
- o T_M the amount of a monthly transfer out of the Transfer Account.

*Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

Daily Target Value Calculation:

On each Valuation Day, a target value (L) is calculated, according to the following formula. Target values are subject to change for new elections of the Rider on a going-forward basis.

$$L = 0.05 * P * a$$

**HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

Daily Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / (V_V + V_F)$$

- If on the third consecutive Valuation Day $r > C_u$ and $r \leq C_{us}$ or if on any day $r > C_{us}$ and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts, MVA Options and DCA MVA Options, if applicable, are transferred to the Transfer Account in accordance with the "Transfer" section of the Rider.
- If $r < C_l$, and there are currently assets in the Transfer Account ($B > 0$), assets in the Transfer Account are transferred to the elected Sub-accounts in accordance with the "Transfer" section of the Rider.

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

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_l] / (1 - C_l))$$

Money is transferred from the elected Sub-accounts, MVA Options and DCA MVA Options to the Transfer Account

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

Money is transferred from the Transfer Account to the elected Sub-accounts

Monthly Transfer Calculation:

On each monthly anniversary of the Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u), \text{ then}$$

$$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$$

Money is transferred from the Transfer Account to the elected Sub-accounts.]

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HIGHEST DAILY LIFETIME INCOME 2.0 WITH HIGHEST DAILY DEATH BENEFIT RIDER

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in the Annuity, except as may be provided below. This Rider should be read in conjunction with any applicable Market Value Adjustment ("MVA") Option Rider, any Dollar Cost Averaging ("DCA") Program Rider, and any Death Benefit Rider(s) made a part of your Annuity.

General: This Rider makes provision for guaranteed minimum payments for the lifetime of a Single Designated Life/Spousal Designated Lives/Remaining Designated Life (explained below). Generally, if your Account Value is reduced to zero and you meet certain requirements, we pay a remaining value, as described in the "Guarantee Payments" section. This Rider also makes provision for a minimum death benefit payable upon the death of a Single Designated Life or Remaining Designated Life.

Effective Date: The Effective Date of this Rider is shown in the Highest Daily Lifetime Income 2.0 with Highest Daily Death Benefit Schedule Supplement ("the Schedule Supplement").

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

Account Value: The definition of "Account Value" in your Annuity includes the value of the Transfer Account (described below) as well as any allocation to any MVA Option or DCA MVA Option we make available in connection with your Annuity. Account Value of each MVA Option and DCA MVA Option includes any applicable Market Value Adjustment (MVA), as described in the MVA Option Rider and DCA Program Rider.

Adjusted Purchase Payments: Purchase Payments we receive, increased by any Purchase Credits applied to your Account Value in relation to Purchase Payments, and decreased by any fees or Tax Charges deducted from such Purchase Payments upon allocation to the Annuity.

Annuity Anniversary: The first and each successive annual anniversary of the Issue Date of the Annuity, as shown in the Annuity Schedule.

Designated Life/Lives: The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Schedule Supplement or in our records.

Dollar Cost Averaging MVA Option ("DCA MVA Option"): An MVA Option that we make available for use in conjunction with the DCA Program Rider.

First Death: The death of the first of the Spousal Designated Lives to die, provided that they are each other's Spouse at that time.

Guaranteed Base Value: The Unadjusted Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made up to and including the first anniversary of the Effective Date.

Lifetime Withdrawal: Any Withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

Market Value Adjustment (“MVA”): A positive or negative adjustment used to determine the Account Value in an MVA Option or DCA MVA Option. For further details refer to the applicable MVA Option Rider or DCA Program Rider, if any, made a part of your Annuity.

Market Value Adjustment Option (“MVA Option”): An Investment Option which we may make available that is credited a fixed rate of interest for a specified period of time. During the Accumulation Period, the MVA Option is supported by assets in an MVA Separate Account. The MVA Separate Account applicable on the Effective Date is shown in the MVA Option Schedule Supplement.

Non-Lifetime Withdrawal: A Withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Minimum Surrender Value After a Partial Withdrawal, shown in the Annuity Schedule.

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

Purchase Credits: Amounts we may allocate to your Account Value in relation to Purchase Payments. Refer to your Annuity Schedule to determine if your Annuity makes provision for Purchase Credits.

Quarterly Anniversary: Each successive three-month anniversary of the Effective Date.

Spouse: An individual recognized as a spouse under federal law.

Target Anniversary Date: An anniversary of the Effective Date specified in the Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made up to and including that date.

Transfer Account: Unadjusted Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Schedule Supplement.

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

Unadjusted Account Value: The Account Value prior to the application of any applicable MVA.

Withdrawals: Withdrawals of any type (including free withdrawals and partial withdrawals) before the application of any applicable Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal, and after any applicable MVA.

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

Owner, Annuitant and Beneficiary Designations: For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For a Single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Single Designated Life. If the Owner is an entity that we permit, the Annuitant must be the Single Designated Life. You may not name multiple Owners if a Single Designated Life is listed in the Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouses at the time this Rider is elected. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first

Spousal Designated Life Owner is alive. If two Owners are named, each must be a Spousal Designated Life. No additional Owners may be named. At the time this Rider is elected, each Owner must be designated as the other Owner's primary Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the Remaining Designated Life after the First Death.

For a Remaining Designated Life:

Such person must be a natural person and must have been listed as one of the Spousal Designated Lives when this Rider was elected. A Spousal Designated Life will become the Remaining Designated Life on the earlier of the First Death, or divorce from the other Spousal Designated Life while this Rider is in effect. In the event of the divorce of the Spousal Designated Lives, and the resulting removal of one of the Spousal Designated Lives as an Owner, Annuitant or Beneficiary under the Annuity, the other Spousal Designated Life will become the Remaining Designated Life under this Rider if we receive notice of the divorce, and any other documentation we require, in Good Order, at the Service Office. Any new Beneficiary(ies) named by the Remaining Designated Life will not be a Spousal Designated Life.

While this Rider is in effect, the Single Designated Life/Spousal Designated Lives/Remaining Designated Life may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives and a Remaining Designated Life. However, such new Beneficiary(ies) will not be a Spousal Designated Life, and would therefore result in the Rider terminating at the death of the Remaining Designated Life.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Schedule Supplement.

Protected Withdrawal Value

The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. It is also one of the factors used for calculating the charge for the Rider. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Unadjusted Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, if any, shown in the Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-Off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-Off Date, is equal to the greater of:

- (1) the Unadjusted Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-Off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value at any time is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and

- (2) the highest daily Unadjusted Account Value upon any Step-Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the “Step-Ups” and “Impact of Lifetime Withdrawals” sections below for details.

Periodic Value: The Periodic Value initially is equal to the Unadjusted Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the “Current Valuation Day”), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding Valuation Day (the “Prior Valuation Day”), appreciated at the daily equivalent of the Roll-Up Rate shown in the Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Unadjusted Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken up to and including the Target Anniversary Date, the sum of:
 - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the Schedule Supplement and
 - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made more than one year following the Effective Date up to the Current Valuation Day.

Annual Income Amount

We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount (“Annual Income Amount”) as one or multiple Lifetime Withdrawals.

The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal by applying the applicable Annual Income Percentage shown in the Schedule Supplement to the Protected Withdrawal Value on the date of the first Lifetime Withdrawal. The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal. If you have elected this Rider with Spousal Designated Lives, and one of the Spousal Designated Lives becomes the Remaining Designated Life, we will continue to use the date of birth of the younger of both of the original Spousal Designated Lives for purposes of calculating the applicable Annual Income Percentage.

After the first Lifetime Withdrawal, the Annual Income Amount is adjusted for subsequent Adjusted Purchase Payments and Lifetime Withdrawals, as described in the “Additional Purchase Payment(s) after your First Lifetime Withdrawal” and “Impact of Lifetime Withdrawals” sections below. In addition, your Annual Income Amount may also be increased on Annuity Anniversaries by Step-Ups. Step-Ups are described in the following “Step-Ups” section.

Step-Ups: Beginning on the first Annuity Anniversary after the first Lifetime Withdrawal, and on every Annuity Anniversary thereafter, we will automatically step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Schedule Supplement to the highest daily Unadjusted Account Value (as measured on each Valuation Day since the later of the

first Lifetime Withdrawal or the last Annuity Anniversary), adjusted for any subsequent Withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount.

For Step-Up purposes, the applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, at the time the Step-Up occurs. If the Annuity Anniversary on which a Step-Up would occur is not a Valuation Day, the Step-Up will occur on the next Valuation Day.

We may, at the time of a Step-Up, increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us in Good Order if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us in Good Order. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

Impact of a Non-Lifetime Withdrawal: A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that Withdrawal amount represents of the Account Value immediately prior to the Withdrawal. These guarantees are the Protected Withdrawal Value, the Highest Daily Death Benefit Amount, and all future applicable Periodic Value guarantees at the Target Anniversary Date(s) shown in the Schedule Supplement.

Impact of Lifetime Withdrawals: Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each Withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income ("Excess Income"). In addition, if a Lifetime Withdrawal includes the Withdrawal of an amount from an MVA Option or DCA MVA Option, resulting in an MVA which causes such Lifetime Withdrawal to exceed the Annual Income Amount for that Annuity Year, such excess amount will be considered Excess Income. Each Withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year's Annual Income Amount reduces the Annual Income Amount proportionately. Each proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the Withdrawal of any Annual Income Amount and prior to the Withdrawal of the Excess Income (even if both Withdrawals occurred in the same day or as one Withdrawal request). Each Withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount, even if the total amount of such Withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as Withdrawals of Purchase Payments. Each Withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

Withdrawal Flexibility: Lifetime Withdrawals are not required. However, the Annual Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount.

Additional Purchase Payment(s) after your First Lifetime Withdrawal: Before your Unadjusted Account Value is reduced to zero, you may make additional Purchase Payments, subject to the "Purchase Payment(s) Limitation" provision below. We reserve the right not to accept additional Purchase Payments if the Unadjusted Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the

Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

Purchase Payment(s) Limitation: We may limit any additional Purchase Payment(s) if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class, in a nondiscriminatory manner.

Required Minimum Distributions: If: (1) any Required Minimum Distributions are made in any Annuity Year from the Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount, then, such distributions of the difference of the Annual Income Amount and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of this Annuity, and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from the Annuity. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, in our sole discretion and regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution if not for the suspension as eligible for treatment under this provision.

Guarantee Payments

Once your Unadjusted Account Value is reduced to zero, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the Single Designated Life, the simultaneous deaths of both Spousal Designated Lives, or the death of the Remaining Designated Life, as applicable. In the Annuity Year in which your Unadjusted Account Value is reduced to zero, the only Guarantee Payment due, if any, equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Unadjusted Account Value is reduced to zero.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for:

- a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living and each other's Spouse when Guarantee Payments would begin, or
- a fixed, single life annuity if there is a Remaining Designated Life under this Rider, or if this Rider was issued with a Single Designated Life.

We use the same basis that is used to calculate the guaranteed annuity rates in the Annuity.

Guarantee Payments end on the date of death of: the Single Designated Life or the Remaining Designated Life.

Annuity Payments

If annuity payments are to begin under the terms of the Annuity, you can elect to either:

- (1) apply your Unadjusted Account Value, less any applicable Tax Charges, to any annuity payment option available in the “Annuity Payout Options” section of the Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each Annuity Year equal to the Annual Income Amount. We will continue to make such payments until the death of the Single Designated Life or the Remaining Designated Life. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

We must receive your request at our Service Office in Good Order. If annuity payments are to begin under the terms of the Annuity and you have not made an election, we will make annual annuity payments as:

- a joint and last survivor fixed annuity if both Spousal Designated Lives are living and each other's Spouse on the date annual annuity payments would begin, or
- as a single life fixed annuity if there is a Remaining Designated Life under this Rider, or this Rider was issued to a Single Designated Life,

each with ten payments certain (or a lesser number of payments certain if the life expectancy of the Annuitant at the time payments are to begin is less than 10 years, based on applicable Internal Revenue Service tables) using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in the Annuity.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in the Annuity; and
- (2) the Unadjusted Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform to applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Unadjusted Account Value in order to begin annuity payments.

Once annuity payments begin under the terms of the Annuity or this Rider, the Highest Daily Death Benefit feature described below will terminate.

Highest Daily Death Benefit

While this Rider is in effect, and until Guarantee Payments or annuity payments have begun, a Death Benefit is payable upon the death of the Single Designated Life or the Remaining Designated Life as follows:

- If a Single Designated Life is listed in the Schedule Supplement, a Death Benefit will be payable when we receive Due Proof of Death of the Single Designated Life.
- If Spousal Designated Lives are listed in the Schedule Supplement, a Death Benefit is payable when we receive Due Proof of Death of the Remaining Designated Life.

The Death Benefit payable is the greatest of: (i) the Basic Death Benefit described in the "Death Benefit" section of the Annuity, if applicable, (ii) any applicable Death Benefit provided in a Death Benefit Rider made a part of the Annuity and in effect on the decedent's date of death, and (iii) the Highest Daily Death Benefit Amount described below.

Highest Daily Death Benefit Amount: On the Effective Date, the Highest Daily Death Benefit Amount is equal to the Unadjusted Account Value. On each subsequent Valuation Day, until the date of death of the Single Designated Life or the Remaining Designated Life, the Highest Daily Death Benefit Amount will be equal to the greater of:

- (1) the Unadjusted Account Value on the current Valuation Day; and
- (2) the Highest Daily Death Benefit Amount on the immediately preceding Valuation Day,
 - (a) increased by any Adjusted Purchase Payments made on the current Valuation Day and,
 - (b) reduced by the effect of Withdrawals made on the current Valuation Day, as described in the following paragraph.

A Non-Lifetime Withdrawal will proportionately reduce the Highest Daily Death Benefit Amount by the ratio of the Non-Lifetime Withdrawal to the Account Value immediately prior to the Non-Lifetime Withdrawal. A Lifetime Withdrawal that is not considered Excess Income, as described in this Rider, will reduce the Highest Daily Death Benefit Amount by the amount of the Withdrawal. All or a portion of a Lifetime Withdrawal that is considered Excess Income will proportionately reduce the Highest Daily Death Benefit Amount by the ratio of the Excess Income to the Account Value immediately prior to the Withdrawal of the Excess Income.

The Highest Daily Death Benefit will be calculated on the date of death of the Single Designated Life or the Remaining Designated Life, as applicable, and will be:

- increased by the amount of any additional Adjusted Purchase Payments, and
- reduced by the effect of any Withdrawals (as described in the preceding paragraph),

made during the period between the decedent's date of death and the date we receive Due Proof of Death.

We will reduce the Death Benefit payable under this Rider by Purchase Credits applied during the period beginning 12 months prior to the decedent's date of death and ending on the date we receive Due Proof of Death. We may waive, on a non-discriminatory basis, our right to deduct such Purchase Credits.

Two-Year Suspension Period: If there is a change of Owner or Annuitant more than 60 days after the Issue Date of the Annuity, other than as a result of Spousal Continuation, resulting in a change in the person upon whose death a Death Benefit is determined, any Death Benefit provided in a Death Benefit Rider made a part of the Annuity, and the Highest Daily Death Benefit provided under this Rider are suspended as to that person for a two-year period from the date he or she first became an Owner or

Annuitant under the terms of the Annuity. After the suspension period is completed, the Death Benefit is the same as if such person had been an Owner or Annuitant on the Issue Date. During the Two-Year Suspension Period, the Death Benefit is the Basic Death Benefit described in the "Death Benefit" section of the Annuity.

Spousal Continuation: For purposes of this Rider the "Spousal Continuation" provision of the Annuity, as modified by any Death Benefit Rider made a part of the Annuity, is supplemented as follows:

- If the Highest Daily Death Benefit is not payable upon the death of a Spousal Designated Life, and the Remaining Designated Life chooses to continue the Annuity, this Rider will remain in force unless we are instructed otherwise.
- If a Death Benefit is not payable upon the death of a Spousal Designated Life (e.g., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), this Rider will remain in force unless we are instructed otherwise.

Other Death Benefit Provisions: All other provisions applicable to the Death Benefit described in your Annuity continue to apply, unless specifically indicated in this Rider.

The Highest Daily Death Benefit is available only until Guarantee Payments or annuity payments begin under the terms of this Rider or the Annuity. Once Guarantee Payments or annuity payments begin, the Highest Daily Death Benefit feature of this Rider will terminate.

General Provisions Relating to this Rider

Misstatement of Age or Sex: For purposes of this Rider, the following sentence is added to the "Misstatement of Age or Sex" section of the Annuity:

If there has been a misstatement of the age and/or sex of a Single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

Minimum Surrender Value: Any provision in the Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

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

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

Transfer Account: We monitor the investment performance of your Unadjusted Account Value each Valuation Day to determine if we need to transfer any portion of your Unadjusted Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Unadjusted Account Value to or from the Transfer Account, and we only maintain Unadjusted Account Value in the

Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

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

Transfers to and from the Transfer Account: On each Valuation Day, including the Effective Date, the Transfer Calculation Formula shown in the Schedule Supplement is used to determine whether any portion of your Unadjusted Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Unadjusted Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and, in the event that the Unadjusted Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken from the elected MVA Options and DCA MVA Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

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

Charge for the Rider: The charge for this Rider depends on whether you have named a Single Designated Life or Spousal Designated Lives. The charge is deducted on each Quarterly Anniversary, and is based on the greater of the Unadjusted Account Value and the Protected Withdrawal Value calculated on the last Valuation Day prior to the Quarterly Anniversary, at the quarterly equivalent of the applicable annualized rate. On the Effective Date, the applicable rate(s) is as shown in the Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account and the Transfer Account, to the extent to which the Unadjusted Account Value in the Annuity is allocated to any of them, until Withdrawals reduce the Unadjusted Account Value to zero, or this Rider terminates. Except as described below, if deduction of the charge would result in the Unadjusted Account Value falling below the Account Value "Floor" shown in the Schedule Supplement, we will deduct only that portion of the charge that would not cause the Unadjusted Account Value to fall below the Account Value "Floor." If the entire Unadjusted Account Value is less than the Account Value "Floor" when we would deduct a charge for this Rider, then no charge will be deducted for that quarter. If a charge for this Rider would be deducted on the same day we process a Withdrawal request, the charge for this Rider will be deducted first, subject to the provisions of this paragraph, then the Withdrawal will be processed. The Withdrawal could cause the Unadjusted Account Value to fall below the Account Value "Floor." While deduction of the charge (other than the final charge) may not reduce the Unadjusted Account Value to zero, Withdrawals may reduce the Unadjusted Account Value to zero.

The charge for the Rider will not be treated as a Withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value, the Highest Daily Death Benefit Amount, or any previously established highest daily Unadjusted Account Value described in the "Step-Ups" section. Upon any Step-Up, we may increase the charge if the charge for the Rider at the time of the Step-Up has increased. Any new charge resulting from the Step-Up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" section for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" section below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most

recent charge for the Rider was deducted. This final charge will be deducted even if it results in the Unadjusted Account Value falling below the Account Value "Floor."

Facility of Payment: We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

Proof of Survival: Any Guarantee Payment is subject to evidence we receive in Good Order that the Single Designated Life, at least one Spousal Designated Life, or the Remaining Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the Single Designated Life, at least one Spousal Designated Life or the Remaining Designated Life. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

Recovery of Excess Guarantee Payments: We may recover from you or your estate any Guarantee Payments made after the death of the Single Designated Life or the Remaining Designated Life.

Termination of Benefits: You may terminate this Rider at any time upon notification to us in Good Order. Upon the termination of this Rider, we transfer any remaining Unadjusted Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If the Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the Investment Options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the Remaining Designated Life elects not to continue the Annuity;
- (3) the date of receipt of Due Proof of Death of the Owner (or the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and there is any Unadjusted Account Value on the date of death;
- (4) the date of receipt of Due Proof of Death of the Single Designated Life or the Remaining Designated Life if a Death Benefit is payable under the Highest Daily Death Benefit provisions of this Rider;
- (5) the date of death of the Single Designated Life or the Remaining Designated Life when Unadjusted Account Value is reduced to zero as of the date of death;
- (6) if there is any Unadjusted Account Value on the Annuity Date, or if earlier, the date we transfer all Unadjusted Account Value in order to begin annuity payments;
- (7) each of the Unadjusted Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" section of this Rider or the Annuity, or if we do not then consent, on a non-discriminatory basis, to continue the Rider.

PRUCO LIFE INSURANCE COMPANY

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

[
Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

**HIGHEST DAILY LIFETIME INCOME 2.0 WITH HIGHEST DAILY DEATH BENEFIT
SCHEDULE SUPPLEMENT**

Annuity Number: [001-0001]

**Effective Date of the Highest Daily Lifetime Income 2.0 with Highest Daily Death Benefit
Rider:** [Issue Date of the Annuity]

[[Single][Spousal] Designated Life/Lives]:

[John Doe] **Date of Birth:** [February 21, 1945]
[[Mary Doe] **Date of Birth:** [January 1, 1946]]

Roll-Up Rate: [5.0% per year]

Annual Income Percentage:

[Attained Age of Single Designated Life	Annual Income Percentage	Attained Age of Younger Spousal Designated Life	Annual Income Percentage
Less than 55	3%	Less than 55	2.5%
55 – less than 65	4%	55 – less than 65	3.5%
65 – less than 85	5%	65 – less than 85	4.5%
85 or more	6%	85 or more	5.5%]

Minimum Guarantee Payment: [\$100]

Target Anniversary Date(s): [The 12th Anniversary of the Effective Date]

Guaranteed Base Value Multiplier:

[Target Anniversary Date	Guaranteed Base Value Multiplier
12 th Anniversary of the Effective Date	200%]

Periodic Value Cut-Off Date: [Not Applicable]

Transfer Account: [AST Investment Grade Bond Portfolio]. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

Charge for the Rider: [You have elected this Rider on a [Single Designated Life] [Spousal Designated Lives] basis. Therefore the charge for the Rider is an annualized rate of [1.50] [1.60]%.]

Account Value “Floor”: [The lesser of [\$500] or [5%] of the sum of the Unadjusted Account Value on the Effective Date and any subsequent Adjusted Purchase Payments.]

**HIGHEST DAILY LIFETIME INCOME 2.0 WITH HIGHEST DAILY DEATH BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

TRANSFER CALCULATION FORMULA

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

- o C_u the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_{us} the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_t the target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_l the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o L the target value as of the current Valuation Day.
- o r the target ratio.
- o a the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o V_V the total value of all elected Sub-accounts in the Annuity.
- o V_F the Unadjusted Account Value of all elected MVA Options and DCA MVA Options in the Annuity.
- o B the total value of all Transfer Account allocations.
- o P the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greatest of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income*; and (2) the Protected Withdrawal Value on any Anniversary of the Issue Date subsequent to the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionately for Excess Income* and (3) any highest daily Unadjusted Account Value occurring on or after the later of the immediately preceding Anniversary of the Issue Date, or the date of the first Lifetime Withdrawal, and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments, and adjusted for Withdrawals, as described in the Rider.
- o T the amount of a transfer into or out of the Transfer Account.
- o T_M the amount of a monthly transfer out of the Transfer Account.

*Note: Lifetime Withdrawals that are not considered Withdrawals of Excess Income, as defined in the Rider, do not reduce the Income Basis.

Daily Target Value Calculation:

On each Valuation Day, a target value (L) is calculated, according to the following formula.

$$L = 0.05 * P * a$$

Daily Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / (V_V + V_F)$$

- If on the third consecutive Valuation Day $r > C_u$ and $r \leq C_{us}$ or if on any day $r > C_{us}$ and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts, MVA Options and DCA MVA Options, if applicable, are transferred to the Transfer Account in accordance with the "Transfers to and from the Transfer Account" section of the Rider.

**HIGHEST DAILY LIFETIME INCOME 2.0 WITH HIGHEST DAILY DEATH BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

- If $r < C_i$, and there are currently assets in the Transfer Account ($B > 0$), assets in the Transfer Account are transferred to the elected Sub-accounts in accordance with the "Transfers to and from the Transfer Account" section of the Rider.

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

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_i] / (1 - C_i))$$

(Money is transferred from the elected Sub-accounts, MVA Options, and DCA MVA Options to the Transfer Account)

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

(Money is transferred from the Transfer Account to the elected Sub-accounts)

Monthly Transfer Calculation:

On each monthly anniversary of the Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u)$, then

$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$
(Money is transferred from the Transfer Account to the elected Sub-accounts.)]

SERFF Tracking Number: PRUD-128357319 State: Arkansas
 Filing Company: Pruco Life Insurance Company State Tracking Number:
 Company Tracking Number: IFSA-HD(7/12)-KJ
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: HD(7/12)
 Project Name/Number: HD(7/12)/HD(7/12)

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Pruco Life believes that the forms submitted for this filing are exempt from any "Flesch Score" or readability requirements or regulations under the provision exempting contracts filed as securities under Federal law, because these forms will be used with annuities that are also exempted.		

Comments:

	Item Status:	Status Date:
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Bypassed - Item: Application

Bypass Reason: This is not applicable for this filing.

Comments:

	Item Status:	Status Date:
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Bypassed - Item: Life & Annuity - Actuarial Memo

Bypass Reason: This is attached via template below.

Comments:

	Item Status:	Status Date:
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Satisfied - Item: Actuarial Memo

Comments:

Attachments:

P-RID-HDI_LIA 2.0 ACT MEMO 07_12.pdf
 P-RID-HDI 2.0-HDB ACT MEMO 07_12.pdf
 P-RID-HDI 2.0 ACT MEMO 07_12.pdf

	Item Status:	Status Date:
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SERFF Tracking Number: PRUD-128357319 State: Arkansas
Filing Company: Pruco Life Insurance Company State Tracking Number:
Company Tracking Number: IFSA-HD(7/12)-KJ
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: HD(7/12)
Project Name/Number: HD(7/12)/HD(7/12)
Satisfied - Item: Statements of Variability

Comments:

Attachments:

P-SCH-HD-HDB_7-12_ SOV.pdf
P-SCH-HD_7-12_ Memo of Variability.pdf
P-SCH-HD-LIA_7-12_ SOV.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Redline Documents

Comments:

Attachments:

P-RID-HD_7-12_ Red Lined.pdf
P-RID-HD-LIA_7-12_redline.pdf
P-SCH-HD_7-12_REDLINE.pdf
P-SCH-HD-LIA_7-12_Redline.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Cover Letter

Comments:

Attachment:

AR HD(7-12) Cover ltr 5-15-2012.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certification of Compliance

Comments:

Attachment:

AR - 7 Cert of Compliance dtd 5-15-2012.pdf

PRUCO LIFE INSURANCE COMPANY

**MEMORANDUM OF VARIABILITY FOR
HIGHEST DAILY LIFETIME INCOME 2.0 WITH HIGHEST DAILY DEATH BENEFIT
SCHEDULE SUPPLEMENT P-SCH-HD-HDB(7/12)**

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

VARIATIONS BY ANNUITY PURCHASER:

Company Address	The current Company address is as indicated in the referenced annuity form. The address is subject to change over time.
Annuity Number	This is the number assigned to the Annuity by us for record keeping purposes.
Effective Date of the Rider	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
[[Single][Spousal] Designated Life/Lives]	This item will reflect the name and birth date of the individual(s) for whom we issue this benefit as the Designated Life/Lives.

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

Roll-Up Rate	Currently the Roll-Up Rate is 5% per year. In the future we may use a Roll-Up Rate ranging between 0% and 10% per year. Roll-Up Rates may vary, based on the period the benefit has been in effect under the Annuity, e.g., 5% for the first three years the benefit is in effect, 4% for the remainder of the period, etc.
Annual Income Percentage	Currently this percentage is based on attained age of the single Designated Life or the younger of the Spousal Designated Lives. Currently, the range for this item is 2.5% to 6%. In the future, the Annual Income Percentage may range from 1% to 10%.
Minimum Guarantee Payment	Currently this amount is \$100. In the future this amount may be as little as \$25 or as much as \$1000.
Target Anniversary Date(s)	Currently the Target Anniversary Date is the 12 th anniversary of the Effective Date. The Target Anniversary Dates may not be applicable or may be as high as 50 years from the Effective Date.
Guaranteed Base Value Multiplier	The Guaranteed Base Value Multiplier is based on the Target Anniversary Date of the benefit. Currently the Guaranteed Base Value Multiplier is 200%. In the future, if applicable, the Guaranteed Base Value Multiplier may range from 0% to 1000%.
Periodic Value Cut-Off Date	Currently the Periodic Value Cut-Off Date is not applicable. In the future, we may extend the date to a maximum of 40 years from the Effective Date.
Transfer Account	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is the AST Investment Grade Bond Portfolio. If this portfolio

	is discontinued, we will substitute the successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.
Charge for the Rider	<p>Currently the charge for this benefit is assessed on each quarterly anniversary of the Effective Date, at the quarterly equivalent of an annual rate of 1.50% for a Single Designated Life, 1.60% for Spousal Designated Lives. The insert for the "Charge for the Rider" will indicate if the Rider has been elected on a Single or Spousal Designated Lives basis.</p> <p>In the future we may vary the charge, using a range of 0% to 2.00% depending on whether this benefit is elected on either a Single Designated Life or Spousal Designated Lives basis.</p>
Account Value "Floor"	Currently, the "Floor" is the lesser of \$500 or 5% of the sum of the Unadjusted Account Value on the Effective Date and subsequent Adjusted Purchase Payments. In the future, if the "Floor" is applicable, the dollar amount in the formula may range from \$100 to \$1000, and the percentage may range from 1% to 10%.
Transfer Calculation Formula	We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.
90% Cap Rule:	Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the Cap may range from 50% to 100%.

PRUCO LIFE INSURANCE COMPANY

**MEMORANDUM OF VARIABILITY FOR
HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT
SCHEDULE SUPPLEMENT P-SCH-HD(7/12)**

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

VARIATIONS BY ANNUITY PURCHASER:

Company Address	The current Company address is as indicated in the referenced annuity form. The address is subject to change over time.
Annuity Number	This is the number assigned to the Annuity by us for record keeping purposes.
Effective Date of the Rider	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
[[Single][Spousal] Designated Life/Lives]	This item will reflect the name and birth date of the individual(s) for whom we issue this benefit as the Designated Life/Lives.

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

Roll-Up Rate	Currently the Roll-Up Rate is 5% per year. In the future we may use a Roll-Up Rate ranging between 0% and 10% per year. Roll-Up Rates may vary, based on the period the benefit has been in effect under the Annuity, e.g., 5% for the first three years the benefit is in effect, 4% for the remainder of the period, etc.
Annual Income Percentage	Currently this percentage is based on attained age of the single Designated Life or the younger of the Spousal Designated Lives. Currently, the range for this item is 2.5% to 6%. In the future, the Annual Income Percentage may range from 1% to 10%.
Minimum Guarantee Payment	Currently this amount is \$100. In the future this amount may be as little as \$25 or as much as \$1000.
Target Anniversary Date(s)	Currently the Target Anniversary Date is the 12 th anniversary of the Effective Date. The Target Anniversary Date may not be applicable or may be as high as 50 years from the Effective Date.
Guaranteed Base Value Multiplier	The Guaranteed Base Value Multiplier is based on the Target Anniversary Date of the benefit. Currently the Guaranteed Base Value Multiplier is 200%. In the future, if applicable, the Guaranteed Base Value Multiplier may range from 0% to 1000%.
Periodic Value Cut-Off Date	Currently the Periodic Value Cut-Off Date is not applicable. In the future, we may extend the date to a maximum of 40 years from the Effective Date.

Transfer Account	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is the AST Investment Grade Bond Portfolio. If this portfolio is discontinued, we will substitute the successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.
Charge for the Rider	<p>Currently the charge for this benefit is assessed on each quarterly anniversary of the Effective Date, at the quarterly equivalent of an annual rate of 1.00% for a Single Designated Life, 1.10% for Spousal Designated Lives. The insert for the "Charge for the Rider" will indicate if the Rider has been elected on a Single or Spousal Designated Lives basis.</p> <p>In the future we may vary the charge, using a range of 0% to 2.00% depending on whether this benefit is elected on either a Single Designated Life or Spousal Designated Lives basis.</p>
Account Value "Floor"	Currently, the "Floor" is the lesser of \$500 or 5% of the sum of the Unadjusted Account Value on the Effective Date and subsequent Adjusted Purchase Payments. In the future, if the "Floor" is applicable, the dollar amount in the formula may range from \$100 to \$1000, and the percentage may range from 1% to 10%.
Transfer Calculation Formula	We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.
90% Cap Rule:	Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the Cap may range from 50% to 100%.

PRUCO LIFE INSURANCE COMPANY

**STATEMENT OF VARIABILITY FOR
HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT
SCHEDULE SUPPLEMENT P-SCH-HD-LIA(7/12)**

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

VARIATIONS BY ANNUITY PURCHASER:

Company Address	The current Company address is as indicated in the referenced annuity form. The address is subject to change over time.
Annuity Number	This is the number assigned to the Annuity by us for record keeping purposes.
Effective Date of the Rider	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
Designated Life	This item will reflect the name and birth date of the individual for whom we issue this benefit as the Designated Life.

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

Roll-Up Rate	Currently the Roll-Up Rate is 5% per year. In the future we may use a Roll-Up Rate ranging between 0% and 10% per year. Roll-Up Rates may vary, based on the period the benefit has been in effect under the Annuity, e.g., 5% for the first three years the benefit is in effect, 4% for the remainder of the period, etc.
Annual Income Percentage	Currently this percentage is based on attained age of the Designated Life. Currently, the range for this item is 3% to 6%. In the future, the Annual Income Percentage may range from 1% to 10%.
Minimum Guarantee Payment	Currently this amount is \$100. In the future this amount may be as little as \$25 or as much as \$1000.
Target Anniversary Date(s)	Currently the Target Anniversary Date is the 12 th anniversary of the Effective Date. The Target Anniversary Date may not be applicable or may be as high as 50 years from the Effective Date.
Guaranteed Base Value Multiplier	The Guaranteed Base Value Multiplier is based on the Target Anniversary Date of the benefit. Currently it is 200%. In the future, if applicable, the Guaranteed Base Value Multiplier may range from 0% to 1000%.
Periodic Value Cut-Off Date	Currently the Periodic Value Cut-Off Date is not applicable. In the future, we may extend the date to a maximum of 40 years from the Effective Date.
Transfer Account	This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. Currently the Transfer Account is the AST Investment Grade Bond Portfolio. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

Charge for the Rider	<p>Currently the charge for this benefit is assessed on each quarterly anniversary of the Effective Date, at the quarterly equivalent of an annual rate of 1.50%.</p> <p>In the future we may vary the charge, using a range of 0% to 2.00%. This item may be changed to reflect changes in interest rate activity, capital standards and competitive pressures over time.</p>
Annuity Value "Floor"	<p>Currently, the "Floor" is the lesser of \$500 or 5% of the sum of the Unadjusted Account Value on the Effective Date and subsequent Adjusted Purchase Payments. In the future, if the "Floor" is applicable, the dollar amount in the formula may range from \$100 to \$1000, and the percentage may range from 1% to 10%.</p>
Waiting Period	<p>Currently the Waiting Period that must be completed in order to become eligible for LIA is 36 months. In the future, it may be not applicable or as long as 10 years.</p>
Elimination Period	<p>Currently the Elimination Period that must be completed in order to become eligible for LIA is 120 days. In the future, it may be not applicable or it may be as long as 2 years.</p>
Multiplier for LIA	<p>Currently the Multiplier for LIA is 2. In the future it may be as low as 1 or as high as 4.</p>
LIA Limitation	<p>Currently the LIA Limitation is not applicable. In the future, we may limit the number of Annuity Years in which you can be eligible for the Lifetime Income Accelerator Amount up to a maximum of 20 years.</p>
Transfer Calculation Formula	<p>We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.</p>
90% Cap Rule:	<p>Currently transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the cap may range from 50% to 100%.</p>

PRUCO LIFE INSURANCE COMPANY
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HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT RIDER

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in the Annuity, except as may be provided below. This Rider should be read in conjunction with any applicable Market Value Adjustment ("MVA") Option Rider, any Dollar Cost Averaging ("DCA") Program Rider, and any Death Benefit Rider(s) made a part of your Annuity.

General: This Rider makes provision for guaranteed minimum payments for the lifetime of a Single Designated Life/Spousal Designated Lives (defined below). Generally, if your Account Value is reduced to zero and you meet certain requirements, we pay a remaining value, as described in the "Guarantee Payments" section.

Effective Date: The Effective Date of this Rider is shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

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

Account Value: The definition of "Account Value" in your Annuity includes the value of the Transfer Account (described below) as well as any allocation to any MVA Option or DCA MVA Option we make available in connection with your Annuity. Account Value of each MVA Option and DCA MVA Option includes any applicable Market Value Adjustment (MVA), as described in the MVA Option Rider and DCA Program Rider.

Adjusted Purchase Payments: Purchase Payments we receive, increased by any Purchase Credits applied to your Account Value in relation to Purchase Payments, and decreased by any fees or Tax Charges deducted from such Purchase Payments upon allocation to the Annuity.

Designated Life/Lives: The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement.

Dollar Cost Averaging MVA Option ("DCA MVA Option"): An MVA Option that we make available for use in conjunction with the DCA Program Rider.

First Death: The death of the first of the Spousal Designated Lives to die.

Guaranteed Base Value: The Unadjusted Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

Lifetime Withdrawal: Any Withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

Market Value Adjustment ("MVA"): A positive or negative adjustment used to determine the Account Value in an MVA Option or DCA MVA Option. For further details refer to the applicable MVA Option Rider or DCA Program Rider, if any, made a part of your Annuity.

Market Value Adjustment Option (“MVA Option”): An Investment Option which we may make available that is credited a fixed rate of interest for a specified period of time. During the Accumulation Period, the MVA Option is supported by assets in an MVA Separate Account. The MVA Separate Account applicable on the Effective Date is shown in the MVA Option Schedule Supplement.

Non-Lifetime Withdrawal: A Withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Minimum Surrender Value After a Partial Withdrawal, shown in the Annuity Schedule.

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

Purchase Credits: Amounts we may allocate to your Account Value in relation to Purchase Payments. Refer to your Annuity Schedule to determine if your Annuity makes provision for Purchase Credits.

Quarterly Anniversary: Each successive three-month anniversary of the Effective Date.

Spouse: An individual recognized as a spouse under federal law.

Target Anniversary Date: An anniversary of the Effective Date specified in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made up to and including that date.

Transfer Account: Unadjusted Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement.

Transfer Calculation Formula: A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement.

Unadjusted Account Value: The Account Value prior to the application of any applicable MVA.

Withdrawals: Withdrawals of any type (including free withdrawals and partial withdrawals) before the application of any applicable Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal, and after any applicable MVA.

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

Owner, Annuitant and Beneficiary Designations: For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For a Single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life.

If the Owner is an entity that we permit, the Annuitant must be the Designated Life. You may not name multiple Owners if a Single Designated Life is listed in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouses at the time this Rider is elected and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If two Owners are named, each must be a Spousal Designated Life. No additional Owners may be named. While both Spousal Designated Lives are alive, each Owner must be designated as the other Owner's primary

Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the surviving Designated Life after the First Death.

While this Rider is in effect, the Single Designated Life/Spousal Designated Lives may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider terminating at the First Death.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement.

Annual Income Amount: We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount ("Annual Income Amount") as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date.

If you have elected this benefit with Spousal Designated Lives, and one of the Designated Lives is removed for any reason (divorce, death, etc.), we will continue to use the date of birth of the younger of both of the original Spousal Designated Lives for purposes of calculating the applicable Annual Income Percentage.

Protected Withdrawal Value: The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. It is also one of the factors used for calculating the charge for the Rider. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Unadjusted Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, if any, shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-Off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-Off Date, is equal to the greater of:

- (1) the Unadjusted Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-Off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value at any time is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Unadjusted Account Value upon any Step-Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" and "Impact of Lifetime Withdrawals" sections below for details.

Periodic Value: The Periodic Value initially is equal to the Unadjusted Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the “Current Valuation Day”), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding Valuation Day (the “Prior Valuation Day”), appreciated at the daily equivalent of the Roll-Up Rate shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Unadjusted Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken up to and including the Target Anniversary Date, the sum of:
 - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement and
 - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made more than one year following the Effective Date up to the Current Valuation Day.

Impact of Lifetime Withdrawals: Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each Withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income (“Excess Income”). In addition, if a Lifetime Withdrawal includes the Withdrawal of an amount from an MVA Option or DCA MVA Option, resulting in an MVA which causes such Lifetime Withdrawal to exceed the Annual Income Amount for that Annuity Year, such excess amount will be considered Excess Income. Each Withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year’s Annual Income Amount reduces the Annual Income Amount proportionately. Each proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the Withdrawal of any Annual Income Amount and prior to the Withdrawal of the Excess Income (even if both Withdrawals occurred in the same day or as one Withdrawal request). Each Withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount, even if the total amount of such Withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as Withdrawals of Purchase Payments. Each Withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

Withdrawal Flexibility: Lifetime Withdrawals are not required. However, the Annual Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount.

Impact of a Non-Lifetime Withdrawal: A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that Withdrawal amount represents of the Account Value prior to the Withdrawal. These guarantees are the Protected Withdrawal Value and all future applicable Periodic Value guarantees at the Target Anniversary Date(s) shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement.

Additional Purchase Payment(s) after your First Withdrawal: Before your Unadjusted Account Value is reduced to zero, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Unadjusted Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

Purchase Payment(s) Limitation: We may limit any additional Purchase Payment(s) if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class, in a nondiscriminatory manner.

Required Minimum Distributions: If: (1) any Required Minimum Distributions are made in any Annuity Year from the Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount, then, such distributions of the difference of the Annual Income Amount and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of this Annuity, and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from the Annuity. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, in our sole discretion and regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution if not for the suspension as eligible for treatment under this provision.

Step-Ups: We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of the Annuity after the first Lifetime Withdrawal, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement to the highest daily Unadjusted Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of the Annuity, whichever is later), adjusted for any Withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, at the time the step-up occurs.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us in Good Order if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us in Good Order. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

Guarantee Payments: Once your Unadjusted Account Value is reduced to zero, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the Single Designated Life or the second of the Spousal Designated Lives to die (or upon the simultaneous deaths of both Spousal Designated Lives), as applicable, as long as the Spousal Designated Lives were Spouses at the time of the First Death. In the Annuity Year in which your Unadjusted Account Value is reduced to zero, the only Guarantee Payment due, if any, equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Unadjusted Account Value is reduced to zero.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living, or a fixed, single life annuity if only one of the Spousal Designated Lives is living or if this Rider was issued with a Single Designated Life. We use the same basis that is used to calculate the guaranteed annuity rates in the Annuity.

Annuity Payments: If annuity payments are to begin under the terms of the Annuity, you can elect to either:

- (1) apply your Unadjusted Account Value, less any applicable Tax Charges, to any annuity payment option available in the "Annuity Payout Options" section of the Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will continue to make such payments until the death of the Single Designated Life or, as applicable, the death of the second Spousal Designated Life as long as the Spousal Designated Lives were Spouses at the time of the First Death. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

We must receive your request at our Service Office in Good Order. If annuity payments are to begin under the terms of the Annuity and you have not made an election, we will make annual annuity payments as a joint and last survivor fixed annuity or as a single life fixed annuity, as applicable, each with ten payments certain (or a lesser number of payments certain if the life expectancy of the Annuitant at the time payments are to begin is less than 10 years, based on applicable Internal Revenue Service tables) using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in the Annuity.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in the Annuity; and
- (2) the Unadjusted Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform to applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Unadjusted Account Value in order to begin annuity payments.

Death of a Designated Life under this Rider: Please also refer to the "Termination of Benefits" section below.

Death of the Single Designated Life: If this Rider was issued with a Single Designated Life and such person dies, this Rider terminates and the Death Benefit provisions of your Annuity and any Death Benefit Rider made a part of your Annuity will apply.

Death of the First of the Spousal Designated Lives and Spousal Continuation: For purposes of this Rider the "Spousal Continuation" provision of the Annuity, as modified by any Death Benefit Rider made a part of the Annuity, is supplemented as follows:

- Upon the First Death, if a Death Benefit, would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and the surviving Designated Life chooses to continue the Annuity, this Rider will remain in force unless we are instructed otherwise.
- Upon the First Death, if a Death Benefit would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and a Spouse who chooses to continue the Annuity is not a Designated Life, this Rider terminates. Refer to the "Termination of Benefits" provision below.
- Upon the First Death, if a Death Benefit would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and the Annuity is not continued according to the Spousal Continuation section of the Annuity, the Death Benefit will be payable, and this Rider terminates as of the date we receive Due Proof of Death.
- Upon the First Death, if a Death Benefit is not payable under the Annuity or any Death Benefit Rider made a part of the Annuity (e.g., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), this Rider will continue.

Death of the Second of the Spousal Designated Lives: If this Rider was issued with Spousal Designated Lives and the second Spousal Designated Life dies, the Death Benefit provided in the Annuity or any Death Benefit Rider made a part of the Annuity will be payable, and this Rider terminates as of the date we receive Due Proof of Death.

Misstatement of Age or Sex: For purposes of this Rider, the following sentence is added to the “Misstatement of Age or Sex” section of the Annuity:

If there has been a misstatement of the age and/or sex of a Single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

Minimum Surrender Value: Any provision in the Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

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

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

Transfer Account: We monitor the investment performance of your Unadjusted Account Value each Valuation Day to determine if we need to transfer any portion of your Unadjusted Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Unadjusted Account Value to or from the Transfer Account, and we only maintain Unadjusted Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

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

Transfers to and from the Transfer Account: On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Unadjusted Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Unadjusted Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and, in the event that the Unadjusted Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken from the elected MVA Options and DCA MVA Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

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

Charge for the Rider: The charge for this Rider depends on whether you have named a Single Designated Life or Spousal Designated Lives. The charge is deducted on each Quarterly Anniversary, and is based on the greater of the Unadjusted Account Value and the Protected Withdrawal Value calculated on the last Valuation Day prior to the Quarterly Anniversary, at the quarterly equivalent of the applicable annualized rate. On the Effective Date, the applicable rate(s) is as shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account and the Transfer Account, to the extent to which the Unadjusted Account Value in the Annuity is allocated to any of them, until Withdrawals reduce the Unadjusted Account Value to zero, or this Rider terminates. Except as described below, if deduction of the charge would result in the Unadjusted Account Value falling below the Account Value "Floor" shown in the Highest Daily Lifetime Income [2.0](#) Benefit Schedule Supplement, we will deduct only that portion of the charge that would not cause the Unadjusted Account Value to fall below the Account Value "Floor." If the entire Unadjusted Account Value is less than the Account Value "Floor" when we would deduct a charge for this Rider, then no charge will be deducted for that quarter. If a charge for this Rider would be deducted on the same day we process a Withdrawal request, the charge for this Rider will be deducted first, subject to the provisions of this paragraph, then the Withdrawal will be processed. The Withdrawal could cause the Unadjusted Account Value to fall below the Account Value "Floor." While deduction of the charge (other than the final charge) may not reduce the Unadjusted Account Value to zero, Withdrawals may reduce the Unadjusted Account Value to zero.

The charge for the Rider will not be treated as a Withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Unadjusted Account Value described in the "Step-Ups" section. Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" section for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" section below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted. This final charge will be deducted even if it results in the Unadjusted Account Value falling below the Account Value "Floor."

Facility of Payment: We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

Proof of Survival: Any Guarantee Payment is subject to evidence we receive in Good Order that the Single Designated Life or at least one Spousal Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the Single Designated Life or at least one of the Spousal Designated Lives. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

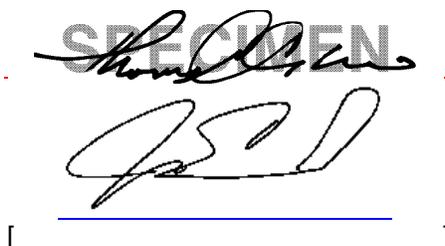
Recovery of Excess Guarantee Payments: We may recover from you or your estate any Guarantee Payments made after the death of the Single Designated Life or both Spousal Designated Lives.

Termination of Benefits: You may terminate this Rider at any time upon notification to us in Good Order. Upon the termination of this Rider, we transfer any remaining Unadjusted Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If the Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the Investment Options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the surviving Spousal Designated Life does not elect to continue the Annuity, and there is any Unadjusted Account Value on the date of death;
- (3) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and there is any Unadjusted Account Value on the date of death;
- (4) the date of receipt of Due Proof of Death of the Single Designated Life or the second to die of the Spousal Designated Lives, if death occurs while there is any Unadjusted Account Value on the date of death;
- (5) the date of death of the Single Designated Life or the second to die of the Spousal Designated Lives when Unadjusted Account Value is reduced to zero as of the date of death;
- (6) if there is any Unadjusted Account Value on the Annuity Date, or if earlier, the date we transfer all Unadjusted Account Value in order to begin annuity payments;
- (7) each of the Unadjusted Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" section of this Rider or the Annuity, or if we do not then consent, on a non-discriminatory basis, to continue the Rider.

PRUCO LIFE INSURANCE COMPANY


Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

**~~HIGHEST DAILY LIFETIME INCOME~~ HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME
INCOME ACCELERATOR BENEFIT RIDER**

This Rider is made a part of the Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in the Annuity, except as may be provided below. This Rider should be read in conjunction with any applicable Market Value Adjustment ("MVA") Option Rider, any Dollar Cost Averaging ("DCA") Program Rider, and any Death Benefit Rider(s) made a part of your Annuity.

General: This Rider makes provision for guaranteed minimum payments for the lifetime of a single Designated Life (defined below). Generally, if your Account Value is reduced to zero and you meet certain requirements, we pay a remaining value, as described in the "Guarantee Payments" section. This Rider makes provision for an increased guaranteed minimum payment benefit if you meet certain requirements which may affect your life expectancy. Please refer to the "Lifetime Income Accelerator Amount" section.

Effective Date: The Effective Date of this Rider is shown in the ~~Highest Daily Lifetime Income~~ Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement.

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

Account Value: The definition of "Account Value" in your Annuity includes the value of the Transfer Account (described below) as well as any allocation to an MVA Option or DCA MVA Option we make available in connection with your Annuity. Account Value of each MVA Option and DCA MVA Option includes any applicable Market Value Adjustment (MVA), as described in the MVA Option Rider and DCA Program Rider.

Activities of Daily Living: Basic abilities to care for oneself:

Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Dressing: Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Bathing: Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.

Toileting: Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring: Moving into or out of a bed, chair or wheelchair.

Continence: Maintaining control of bowel or bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform personal hygiene (including caring for catheter or colostomy bag).

Adjusted Purchase Payments: Purchase Payments we receive, increased by any Purchase Credits applied to your Account Value in relation to Purchase Payments and decreased by any fees or Tax Charges deducted from such Purchase Payments upon allocation to the Annuity.

Designated Life: The natural person who is the measuring life for the benefits described in this Rider and who is the person shown in the ~~Highest Daily Lifetime Income~~ Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement.

Dollar Cost Averaging MVA Option ("DCA MVA Option"): An MVA Option that we make available for use in conjunction with the DCA Program Rider.

Guaranteed Base Value: The Unadjusted Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

Lifetime Income Accelerator (LIA): A benefit provided by this Rider which would allow you to take an increased income amount each Annuity Year, as one or multiple Withdrawals, if you meet certain eligibility requirements. These eligibility requirements are described in the “Lifetime Income Accelerator Amount” provisions below.

Lifetime Withdrawal: Any Withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

Market Value Adjustment (“MVA”): A positive or negative adjustment used to determine the Account Value in an MVA Option or DCA MVA Option. For further details refer to the applicable MVA Option Rider and DCA Program Rider, if any, made a part of your Annuity.

Market Value Adjustment Option (“MVA Option”): An Investment Option which we may make available that is credited a fixed rate of interest for a specified period of time. During the Accumulation Period, the MVA Option is supported by assets in an MVA Separate Account. The MVA Separate Account in effect on the Effective Date is shown in the MVA Option Schedule Supplement.

Non-Lifetime Withdrawal: A Withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Minimum Surrender Value After a Partial Withdrawal shown in the Annuity Schedule.

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

Purchase Credits: Amounts we may allocate to your Account Value in relation to Purchase Payments. Refer to your Annuity Schedule to determine if your Annuity makes provision for Purchase Credits.

Qualified Nursing Facility: a facility operated pursuant to laws of any United States jurisdiction, providing medically necessary in-patient care which is:

- (a) prescribed by a licensed Physician in writing; and
- (b) based on physical limitations which prohibit daily living in a non-institutional setting.

Quarterly Anniversary: Each successive three-month anniversary of the Effective Date.

Target Anniversary Date: An anniversary of the Effective Date specified in the ~~Highest-Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made up to and including that date.

Tenth Anniversary Date: The tenth anniversary of the Effective Date.

Transfer Account: Unadjusted Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the ~~Highest-Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement.

Transfer Calculation Formula: A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the ~~Highest Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement.

Unadjusted Account Value: The Account Value prior to the application of any applicable MVA.

Withdrawals: Withdrawals of any type (including free withdrawals and partial withdrawals) before the application of any applicable Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal, and after any applicable MVA.

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

Owner, Annuitant and Beneficiary Designations: For purposes of electing and maintaining this Rider, the designations under the Annuity must be as follows:

For the Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life.
If the Owner is an entity that we permit, the Annuitant must be the Designated Life. The Designated Life may not name multiple Owners.

While this Rider is in effect, the Designated Life may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), however, such new Beneficiary(ies) will not be a Designated Life.

Annual Income Amount: We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount as one or multiple Lifetime Withdrawals ("Annual Income Amount"). The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the ~~Highest Daily Lifetime Income~~ [Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the Designated Life on the date of the first Lifetime Withdrawal after the Effective Date.

Lifetime Income Accelerator Amount: We also guarantee that, subject to the limits and conditions outlined in this Rider, if you become eligible for LIA by meeting the qualifications described below under "Eligibility," each Annuity Year you may take an increased income amount as one or multiple Lifetime Withdrawals ("Lifetime Income Accelerator Amount"). If you have qualified for LIA at the time of the first Lifetime Withdrawal after the Effective Date, then the initial Lifetime Income Accelerator Amount is determined by multiplying the Annual Income Amount by the Multiplier for LIA indicated in the ~~Highest Daily Lifetime Income~~ [Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement. If you qualify for LIA subsequent to the first Lifetime Withdrawal, then the Lifetime Income Accelerator Amount for the Annuity Year in which you qualify is calculated by taking the Annual Income Amount for subsequent Annuity Years (as described below), and multiplying it by the Multiplier for LIA, and reducing it by the amount of any Lifetime Withdrawals that have occurred during the current Annuity Year prior to eligibility having been established for LIA. The Lifetime Income Accelerator Amount for subsequent Annuity Years will be equal to the Annual Income Amount for subsequent Annuity Years multiplied by the Multiplier for LIA.

Eligibility: In order to become eligible for LIA, a request must be submitted in Good Order after the Effective Date shown in the ~~Highest Daily Lifetime Income~~ [Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement, and the eligibility requirements described below must be met. We determine eligibility for LIA through our administrative process which may include an assessment by a third party of our choice. Such assessment may be in person. The Designated Life must be available for any assessment or reassessment our administrative process may require. Any costs associated with the assessment will be assumed by us. Eligibility for this benefit is based on proof that one of the following conditions which may affect your life expectancy exists, as defined in this Rider:

- The Designated Life is confined to a Qualified Nursing Facility.
- The Designated Life is unable to perform two or more Activities of Daily Living.

Eligibility is also subject to completion of the Waiting Period and the Elimination Period as shown in the ~~Highest Daily Lifetime Income~~ [Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement. The Waiting Period and the Elimination Period may run concurrently. Upon eligibility, the Designated Life will be eligible for the Lifetime Income Accelerator Amount.

Once the Designated Life becomes eligible for this benefit, a periodic reassessment for eligibility will be performed to ensure that one of the conditions listed above continues to be met. If such reassessment determines that the Designated Life is ineligible to receive the benefit, he/she will no longer be eligible for the Lifetime Income Accelerator Amount, and the guaranteed minimum payment amount will be the then current Annual Income Amount. Any such ineligibility will be effective upon the next anniversary of the Issue Date following the determination that the Designated Life is no longer eligible for LIA. Subsequent to any such ineligibility, the Designated Life may again request LIA in Good Order. Such request will be subject to completion of our administrative process and a new Elimination Period.

Lifetime Income Accelerator Limitation: We may limit the number of Annuity Years in which you can be eligible for the Lifetime Income Accelerator Amount. Any limitation is indicated in the ~~Highest Daily Lifetime Income~~ [Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement. If the Designated Life is otherwise eligible for LIA during a number of Annuity Years that is greater than the limitation indicated, the Designated Life will be considered ineligible for LIA, and the Lifetime Income Accelerator Amount will no longer be available.

Protected Withdrawal Value: The Protected Withdrawal Value is used to calculate the initial Annual Income Amount, and any Lifetime Income Accelerator Amount, if applicable. It is also one of the factors used for calculating the charge for the Rider. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Unadjusted Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, if any, shown in the ~~Highest Daily Lifetime Income~~ [Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-Off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-Off Date, is equal to the greater of:

- (1) the Unadjusted Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-Off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value at any time is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Unadjusted Account Value upon any Step Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" and "Impact of Lifetime Withdrawals" sections below for details.

Periodic Value: The Periodic Value initially is equal to the Unadjusted Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding Valuation Day (the “Prior Valuation Day”) appreciated at the daily equivalent of the Roll-Up Rate indicated in the ~~Highest Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Unadjusted Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the ~~Highest Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken up to and including the Target Anniversary Date, the sum of:
 - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the ~~Highest Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement and
 - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made more than one year following the Effective Date up to the Current Valuation Day.

Impact of Lifetime Withdrawals: Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each Withdrawal. If eligibility for LIA has not been established, Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. If eligibility for LIA has been established, Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Lifetime Income Accelerator Amount for that Annuity Year do not reduce the Annual Income Amount or Lifetime Income Accelerator Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the remaining Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) for that Annuity Year is considered excess income (“Excess Income”). In addition, if a Lifetime Withdrawal includes the Withdrawal of an amount from an MVA Option or DCA MVA Option, resulting in an MVA which causes such Lifetime Withdrawal to exceed the Annual Income Amount for that Annuity Year, such excess amount will be considered Excess Income. Each Withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year’s Annual Income Amount (or, if eligible for LIA, Lifetime Income Accelerator Amount) reduces the Annual Income Amount proportionately, and, if the Designated Life is eligible for LIA, reduces the Lifetime Income Accelerator Amount by the same proportion. Each proportional reduction is calculated by multiplying the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) by the ratio of the Excess Income to the Account Value immediately subsequent to the Withdrawal of any Annual Income Amount (or, if eligible for LIA, the Lifetime Accelerator Amount) and prior to the Withdrawal of the Excess Income (even if both Withdrawals occurred in the same day or as one Withdrawal request). Each Withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount), even if the total amount of such Withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as Withdrawals of Purchase Payments. Each Withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

Withdrawal Flexibility: Lifetime Withdrawals are not required. However, neither the Annual Income Amount nor the Lifetime Income Accelerator Amount is increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount, or if you are eligible for LIA, the Lifetime Annual Income Accelerator Amount.

Impact of a Non-Lifetime Withdrawal: A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that Withdrawal amount represents of the Account Value prior to the Withdrawal. These guarantees are the Protected Withdrawal Value and all future applicable Periodic Value guarantees at the Target Anniversary Date(s) shown in the ~~Highest Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement.

Additional Purchase Payment(s) after your First Withdrawal: Before your Unadjusted Account Value is reduced to zero, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Unadjusted Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the ~~Highest Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the Designated Life on the date of the first Lifetime Withdrawal after the Effective Date. The Lifetime Income Accelerator Amount is increased by multiplying the Annual Income Amount by the Multiplier for LIA, if eligibility for LIA has been met. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

Purchase Payment(s) Limitation: We may limit any additional Purchase Payment(s) if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount) in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class, in a nondiscriminatory manner.

Required Minimum Distributions: If: (1) any Required Minimum Distributions are made in any Annuity Year from the Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount (or, if eligible for LIA, the Lifetime Income Accelerator Amount), then, such distributions of the difference of the Annual Income Amount (or, if eligible for LIA, Lifetime Income Accelerator Amount) and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of the Annuity, and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from the Annuity. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, in our sole discretion and regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution, if not for the suspension, as eligible for treatment under this provision.

Step-Ups: We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of the Annuity after the first Lifetime Withdrawal, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the ~~Highest Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement to the highest daily Unadjusted Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal

or last anniversary of the Issue Date of the Annuity, whichever is later), adjusted for any Withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the Designated Life at the time the step-up occurs. If you have qualified for LIA, then upon any step-up, the Lifetime Income Accelerator Amount will be reset by applying the Multiplier for LIA to the Annual Income Amount.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us in Good Order if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us in Good Order. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

Guarantee Payments: Once your Unadjusted Account Value is reduced to zero, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the Designated Life. If the Designated Life is not eligible for LIA, then in the Annuity Year your Unadjusted Account Value is reduced to zero, the only Guarantee Payment due, if any, equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Unadjusted Account Value is reduced to zero. If the Designated Life is eligible for LIA, then in the Annuity Year the Unadjusted Account Value is reduced to zero, the only Guarantee Payment due, if any, generally equals the Lifetime Income Accelerator Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years in which you continue to be eligible for LIA, the Guarantee Payment equals the Lifetime Income Accelerator Amount. In subsequent Annuity Years when you are not eligible for LIA, the Guarantee Payment equals the Annual Income Amount.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the [Highest Daily Lifetime Income Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, single life annuity. We use the same basis that is used to calculate the guaranteed annuity rates in the Annuity.

Annuity Payments: If annuity payments are to begin under the terms of the Annuity, you can elect to either:

- (1) apply your Unadjusted Account Value, less any applicable Tax Charges, to any annuity payment option available in the "Annuity Payout Options" section of the Annuity; or
- (2) request that, if annuity payments are to begin after the Tenth Anniversary Date, we make annuity payments each year equal to the Annual Income Amount. In any year that you are eligible for LIA, we make annuity payments equal to the Lifetime Income Accelerator Amount. If you would receive a greater payment by applying your Unadjusted Account Value to receive payments for life under the Annuity, we will pay the greater amount.

We will continue to make payments until the death of the Designated Life. If this option is elected, the Annual Income Amount and Lifetime Income Accelerator Amount will not increase after annuity payments have begun.

We must receive your request at our Service Office in Good Order. If annuity payments are to begin under the terms of the Annuity and you have not made an election, we will make annual annuity payments as a single life fixed annuity with ten payments certain (or a lesser number of payments certain if the life expectancy of the Annuitant at the time payments are to begin is less than 10 years, based on

applicable Internal Revenue Service tables) using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in the Annuity.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in the Annuity; and
- (2) the Unadjusted Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform to applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Unadjusted Account Value in order to begin annuity payments.

Misstatement of Age or Sex: For purposes of this Rider, the following sentence is added to the "Misstatement of Age or Sex" section of the Annuity:

If there has been a misstatement of the age and/or sex of the Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

Minimum Surrender Value: Any provision in the Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

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

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

Transfer Account: We monitor the investment performance of your Unadjusted Account Value each Valuation Day to determine if we need to transfer any portion of your Unadjusted Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Unadjusted Account Value to or from the Transfer Account, and we only maintain Unadjusted Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

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

Transfers to and from the Transfer Account: On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Unadjusted Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Unadjusted Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If prior to the transfer from the Transfer Account the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and, in the event that the Unadjusted Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken from the elected MVA Options And DCA MVA Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

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

Charge for the Rider: The charge is deducted on each Quarterly Anniversary, and is based on the greater of the Unadjusted Account Value and the Protected Withdrawal Value calculated on the last Valuation Day prior to the Quarterly Anniversary, at the quarterly equivalent of the applicable annualized rate. On the Effective Date, the applicable rate is as shown in the ~~Highest Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account and the Transfer Account, to the extent to which the Unadjusted Account Value in the Annuity is allocated to any of them, until Withdrawals reduce the Unadjusted Account Value to zero or this Rider terminates. Except as described below, if deduction of the charge would result in the Unadjusted Account Value falling below the Account Value “Floor” shown in the ~~Highest Daily Lifetime Income~~[Highest Daily Lifetime Income 2.0](#) with Lifetime Income Accelerator Benefit Schedule Supplement, we will deduct only that portion of the charge that would not cause the Unadjusted Account Value to fall below the Account Value “Floor.” If the entire Unadjusted Account Value is less than the Account Value “Floor” when we would deduct a charge for this Rider, then no charge will be deducted for that quarter. If a charge for this Rider would be deducted on the same day we process a Withdrawal request, the charge for the Rider will be deducted first, subject to the provisions of this paragraph, then the Withdrawal will be processed. The Withdrawal could cause the Unadjusted Account Value to fall below the Account Value “Floor.” While deduction of the charge (other than the final charge) may not reduce the Unadjusted Account Value to zero, Withdrawals may reduce the Unadjusted Account Value to zero.

The charge for the Rider will not be treated as a Withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Unadjusted Account Value described in the “Step-Ups” section.

Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the “Step-Ups” section for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the “Termination of Benefits” section below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted. This final charge will be deducted even if it results in the Unadjusted Account Value falling below the Account Value “Floor.”

Facility of Payment: We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if the Designated Life payee is deemed to be legally incompetent, as permitted by law.

Proof of Survival: Any Guarantee Payment is subject to evidence we receive in Good Order that the Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the Designated Life. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.

Recovery of Excess Guarantee Payments: We may recover from you or your estate any Guarantee Payments made after the death of the Designated Life.

Termination of Benefits: You may terminate this entire Rider at any time upon notification to us in Good Order. Upon the termination of this Rider, we transfer any remaining Unadjusted Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If the Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the Investment Options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of Due Proof of Death of the Designated Life;
- (3) if Unadjusted Account Value remains on the Annuity Date, or if an election is made to commence annuity payments prior to the Tenth Anniversary Date, the date we transfer all Unadjusted Account Value in order to begin annuity payments;
- (4) each of the Unadjusted Account Value and the Annual Income Amount is zero; and
- (5) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" section of this Rider or the Annuity, or if we do not then consent, on a non-discriminatory basis, to continue the Rider.

PRUCO LIFE INSURANCE COMPANY

 SPECIMEN



[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT SCHEDULE SUPPLEMENT

Annuity Number: [001-0001]

Effective Date of the Highest Daily Lifetime Income 2.0 Benefit Rider: [Issue Date of the Annuity]

[[Single][Spousal] Designated Life/Lives]:

[John Doe]
 [[Mary Doe]

Date of Birth: [February 21, 1945]
Date of Birth: [January 1, 1946]

Roll-Up Rate: [5.0% per year]

Annual Income Percentage:

[Attained Age of Single Designated Life	Annual Income Percentage	Attained Age of Younger Spousal Designated Life	Annual Income Percentage
Less than 55 ⁵⁹ _{1/2}	3%	Less than 5 ⁶ 5	2.5%
55 ⁵⁹ - less than 65 ⁵⁹ _{1/2} - 79	4%	5 ⁶ 5 - - less than 65 ⁸⁴	3.5%
65 - less than 85	5%	65- less than 85	4.5%
85 ⁰ or more	6%	85 or more	5.5%]

Minimum Guarantee Payment: [\$100]

Target Anniversary Date(s): [The 12th Anniversary of the Effective Date]

Guaranteed Base Value Multiplier:

[Target Anniversary Date	Guaranteed Base Value Multiplier
12 ⁰ th Anniversary of the Effective Date	200%]

Periodic Value Cut-Off Date: [Not Applicable]

Transfer Account: [AST Investment Grade Bond Portfolio]. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

Charge for the Rider: [You have elected this Rider on a [Single Designated Life] [Spousal Designated Lives] basis. Therefore the charge for the Rider is an annualized rate of ~~[0.85]~~ ~~[0.95]~~^{1.00} ^{1.10}%.]

Account Value "Floor": [The lesser of [\$500] or [5%] of the sum of the Unadjusted Account Value on the Effective Date and any subsequent Adjusted Purchase Payments.]

**HIGHEST DAILY LIFETIME INCOME 2.0 BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

TRANSFER CALCULATION FORMULA

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

- o C_u the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_{us} the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_t the target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_l the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o L the target value as of the current Valuation Day.
- o r the target ratio.
- o a the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o V_V the total value of all elected Sub-accounts in the Annuity.
- o V_F the Unadjusted Account Value of all elected MVA Options and DCA MVA Options in the Annuity
- o B the total value of all Transfer Account allocations.
- o P the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greatest of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income*; and (2) the Protected Withdrawal Value on any Anniversary of the Issue Date subsequent to the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionately for Excess Income* and (3) any highest daily Unadjusted Account Value occurring on or after the later of the immediately preceding Anniversary of the Issue Date, or the date of the first Lifetime Withdrawal, and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments, and adjusted for Withdrawals, as described in the Rider.
- o T the amount of a transfer into or out of the Transfer Account
- o T_M the amount of a monthly transfer out of the Transfer Account

*Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

Daily Target Value Calculation:

On each Valuation Day, a target value (L) is calculated, according to the following formula. Target values are subject to change for new elections of the Rider on a going-forward basis.

$$L = 0.05 * P * a$$

Daily Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / (V_V + V_F)$$

- If on the third consecutive Valuation Day $r > C_u$ and $r \leq C_{us}$ or if on any day $r > C_{us}$ and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts, MVA Options and DCA MVA Options, if applicable, are transferred to the Transfer Account in accordance with the "Transfer" section of the Rider.

**HIGHEST DAILY LIFETIME INCOME [2.0](#) BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

- If $r < C_i$, and there are currently assets in the Transfer Account ($B > 0$), assets in the Transfer Account are transferred to the elected Sub-accounts in accordance with the "Transfer" section of the Rider.

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

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_i] / (1 - C_i))$ Money is transferred from the elected Sub-accounts, MVA Options, and DCA MVA Options to the Transfer Account

$T = \{\text{Min} (B, - [L - B - (V_V + V_F) * C_i] / (1 - C_i))\}$ Money is transferred from the Transfer Account to the elected Sub-accounts

Monthly Transfer Calculation:

On each monthly anniversary of the Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u)$, then

$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$ Money is transferred from the Transfer Account to the elected Sub-accounts.]

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

**HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT
SCHEDULE SUPPLEMENT**

Annuity Number: [001-0001]

**Effective Date of the Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator
Benefit Rider:** [Issue Date of the Annuity]

Designated Life: [John Doe]

Date of Birth: [February 21, 1945]

Roll-Up Rate: [~~5~~6.0% per year]

Annual Income Percentage:

[Attained Age of Designated Life	Annual Income Percentage
Less than 59 55½	34%
<u>55</u> -- less than 65 9½--79	<u>45%</u>
<u>65</u> -- less than 85	5%
80 or more 85 or older	6%

Minimum Guarantee Payment: [\$100]

Target Anniversary Date(s): [The 129th Anniversary of the Effective Date]

Guaranteed Base Value Multiplier:

[Target Anniversary Date	Guaranteed Base Value Multiplier
<u>12</u> 9 th Anniversary of the Effective Date	200%]

Periodic Value Cut-Off Date: [Not Applicable]

Transfer Account: [AST Investment Grade Bond Portfolio]. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

Charge for the Rider: [An annualized rate of [~~1.2~~50]%).

Account Value "Floor": [The lesser of [\$500] or [5%] of the sum of the Unadjusted Account Value on the Effective Date and any subsequent Adjusted Purchase Payments.]

Waiting Period: [36 Months from the Effective Date]

Elimination Period: [[120 Days] from receipt of request for accelerated eligibility for increased guaranteed minimum payments.]

Multiplier for LIA: [2]

LIA Limitation: [Not Applicable]

**HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR
BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

TRANSFER CALCULATION FORMULA

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

- o C_u the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_{us} the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_t the target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_l the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o L the target value as of the current Valuation Day.
- o r the target ratio.
- o a the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o V_V the total value of all elected Sub-accounts in the Annuity.
- o V_F the Unadjusted Account Value of all elected MVA Options and DCA MVA Options in the Annuity.
- o B the total value of all Transfer Account allocations.
- o P the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greatest of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income*; and (2) the Protected Withdrawal Value on any Anniversary of the Issue Date subsequent to the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income*; and (3) any highest daily Unadjusted Account Value occurring on or after the later of the immediately preceding Anniversary of the Issue Date, or the date of the first Lifetime Withdrawal, and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments, and adjusted for Withdrawals as described in the Rider.
- o T the amount of a transfer into or out of the Transfer Account.
- o T_M the amount of a monthly transfer out of the Transfer Account.

*Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

Daily Target Value Calculation:

On each Valuation Day, a target value (L) is calculated, according to the following formula. Target values are subject to change for new elections of the Rider on a going-forward basis.

$$L = 0.05 * P * a$$

**HIGHEST DAILY LIFETIME INCOME 2.0 WITH LIFETIME INCOME ACCELERATOR BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

Daily Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / (V_V + V_F)$$

- If on the third consecutive Valuation Day $r > C_u$ and $r \leq C_{us}$ or if on any day $r > C_{us}$ and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts, MVA Options and DCA MVA Options, if applicable, are transferred to the Transfer Account in accordance with the "Transfer" section of the Rider.
- If $r < C_l$, and there are currently assets in the Transfer Account ($B > 0$), assets in the Transfer Account are transferred to the elected Sub-accounts in accordance with the "Transfer" section of the Rider.

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

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_l] / (1 - C_l))$$

Money is transferred from the elected Sub-accounts, MVA Options and DCA MVA Options to the Transfer Account

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

Money is transferred from the Transfer Account to the elected Sub-accounts

Monthly Transfer Calculation:

On each monthly anniversary of the Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u), \text{ then}$$

$$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$$

Money is transferred from the Transfer Account to the elected Sub-accounts.]



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A business of Prudential Financial, Inc.

VIA SERFF

May 15, 2012

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

RE: Pruco Life Insurance Company ("Pruco," "we," "us")
NAIC #79227 FEIN # 22-1944557

Forms Submitted for Approval:

Rider Form P-RID-HD(7/12)
Schedule Supplement Form P-SCH-HD(7/12)

Rider Form P-RID-HD-LIA(7/12)
Schedule Supplement Form P-SCH-HD-LIA(7/12)

Rider Form P-RID-HD-HDB(7/12)
Schedule Supplement Form P-SCH-HD-HDB(7/12)

Dear Commissioner Bradford:

Pruco respectfully submits the referenced forms for your approval. Once your Department approves this filing, these forms will be offered as optional benefits to any new or existing annuity clients in a non-discriminatory fashion. These forms will be used with annuity contract forms which have received your Department's prior approval.

Forms P-RID-HD(7/12) and P-SCH-HD(7/12) are similar to prior filed Forms P-RID-HD(1/11) and P-SCH-HD(1/11) that were approved by your Department on September 14, 2010 under SERFF Tracking No. PRUD-126808077.

Forms P-RID-HD-LIA(7/12) and P-SCH-HD-LIA(7/12) are similar to prior filed Forms P-RID-HD-LIA(1/11) and P-SCH-HD-LIA(1/11) that were approved by your Department on September 20, 2010 under SERFF Tracking No. PRUD-126815406.

We have updated the prior approved Rider and Schedule Supplement forms to reflect a change in the benefit name appearing on the forms. We have updated the signature of our Corporate Secretary appearing on the last page of each Rider.

We have updated the Roll-Up Rate and Annual Income Percentage table appearing in each Schedule Supplement. The current Target Anniversary Date and Guaranteed Base Value Multiplier table now reflect a single entry, and the charge for each Rider has changed.

We also updated the form number in the lower left corner of each form to reflect a 7/12 edition date.

New Form Number	Current Benefit Name	New Benefit Name
P-RID-HD(7/12)	Highest Daily Lifetime Income Benefit Rider	Highest Daily Lifetime Income 2.0 Benefit Rider
P-SCH-HD(7/12)	Highest Daily Lifetime Income Benefit Schedule Supplement	Highest Daily Lifetime Income 2.0 Benefit Schedule Supplement
P-RID-HD-LIA(7/12)	Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Rider	Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Rider
P-SCH-HD-LIA(7/12)	Highest Daily Lifetime Income with Lifetime Income Accelerator Benefit Schedule Supplement	Highest Daily Lifetime Income 2.0 with Lifetime Income Accelerator Benefit Schedule Supplement

Just as in the prior approved rider forms, the above Riders make provision for guaranteed minimum payments for the lifetime of a Designated Life (Lives), defined in the Rider. A "Protected Withdrawal Value" is used to calculate the initial annual income amount. In addition, Rider P-RID-HD-LIA(7/12) makes provision for an increased guaranteed minimum payment benefit referred to as the Lifetime Income Accelerator ("LIA"). As in the prior approved versions, these Riders will make use of a transfer formula to monitor investment performance and move funds between the investment options selected by the owner and a transfer account to mitigate the risks borne by the company associated with the optional rider's guarantees.

We confirm that there is no other revision to the above Riders and Schedules as each was originally filed and approved by your Department. We are including redlined copies of each Rider and Schedule Supplements to illustrate the changes that were made.

Rider P-RID-HD-HDB(7/12) and Schedule Supplement P-SCH-HD-HDB(7/12)

These are new forms and are not intended to replace any forms on file with the Department. These forms also provide for guaranteed minimum payments for the lifetime of a Single Designated Life or Spousal Designated Lives. The Rider provides for a "Protected Withdrawal Value" and makes use of a transfer formula similar in fashion to the two Riders described above. However, this Rider also provides for a death benefit upon the death of the Single Designated Life or the Remaining Spousal Designated Life equal to the greatest of: the death benefit provided in the underlying annuity contract, any death benefit provided via a death benefit rider to the underlying annuity contract, or an amount equal to the greater of the Account Value on the current valuation day or the Highest Daily Death Benefit Amount (described in the Rider) on the preceding valuation day, adjusted for subsequent purchase payments and withdrawals.

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

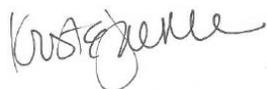
Statements of Variable Material are included with this filing indicating the range of values or the variability of the information shown within brackets. We reserve the right to change the information shown within brackets, without re-filing with your Department, based on new business requirement and any specific classifications of annuity holders to which we wish to offer these benefits. Should we wish to change information in a Statement of Variable Material (e.g., modify the range for a given item), we will file an updated Statement with the Department before implementing the change.

Please note that actuarial memoranda, and any related material, are enclosed with this submission. These actuarial memoranda are annuity product-specific. Any certifications or other materials Pruco believes you require are also enclosed.

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Kristin E. Jaekle". The signature is fluid and cursive, with the first name "Kristin" being more prominent.

Kristin E. Jaekle
Contract Specialist
Phone: (203) 925-3878, Fax: (203) 944-7737
Email: kristin.jaekle@prudential.com

Enclosures

**Pruco Life Insurance Company
751 Broad Street, Plaza Building
Newark, NJ 07102**

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

I hereby certify that Pruco Life Insurance Company complies with the requirements of Regulation #33 Articles VI, VII, IX, and XI, Regulation #34, as well as Arkansas Insurance Code 23-81-118, and Regulation 33 Article IV Section 3(g) regarding the forms numbers submitted on the attached cover letter.



Suzanne Hurel – Vice President, Contracts

May 15, 2012

Date