

SERFF Tracking Number: PRUD-128456720 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number:
Company Tracking Number: PRGA-OCC-RL300-SPOUSAL J&S-AMC-AR
TOI: A05G Group Annuities - Immediate Non- Variable Sub-TOI: A05.000 Annuities - Immediate Non-variable
Product Name: OCC-RL300-SpousalJ&S
Project Name/Number: OCC-RL300-SpousalJ&S/OCC-RL300-SpousalJ&S

Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: OCC-RL300-SpousalJ&S SERFF Tr Num: PRUD-128456720 State: Arkansas
TOI: A05G Group Annuities - Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num:
Sub-TOI: A05.000 Annuities - Immediate Non- variable Co Tr Num: PRGA-OCC-RL300- SPOUSAL J&S-AMC-AR State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Anna Caravella, Susan Eckler-Kerns, Lois Kelly, Samantha Michaud, David Rauschenberger, Jessica Roman, Gregory Orban, Michelle Cota, Erin Laurent
Disposition Date: 06/28/2012
Date Submitted: 06/22/2012 Disposition Status: Approved- Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: OCC-RL300-SpousalJ&S Status of Filing in Domicile: Not Filed
Project Number: OCC-RL300-SpousalJ&S Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Filing not required.
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Large
Group Market Type: Employer Overall Rate Impact:
Filing Status Changed: 06/28/2012 Deemer Date:
State Status Changed: 06/28/2012 Submitted By: Anna Caravella
Created By: Michelle Cota
Corresponding Filing Tracking Number:
Filing Description:
RE: Out-of-State Certificate Form Filing
OCC-RL300-SpousalJ&S Group Fixed Annuity Certificate
OCC-RL300-ContingentJ&S Group Fixed Annuity Certificate

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OCC-RL300-SingleLife Group Fixed Annuity Certificate
OCC-RL300-WindowJ&S Group Fixed Annuity Certificate
OCC-RL300-WindowSingleLife Group Fixed Annuity Certificate
OCC-RL300-LifePeriodCertain Group Fixed Annuity Certificate
OCC-RL300-PeriodCertain Group Fixed Annuity Certificate

We submit for approval on an Out-of-State basis, the above-referenced group fixed annuity Certificate Forms. These Certificate Forms are new and do not replace any other forms previously filed with the Department.

The Certificate Forms will be issued to Arkansas residents in connection with Group Annuity Contract GA-300 (the "Contract"), which covers participants under the General Motors Retirement Program for Salaried Employees (the "Plan"). The Plan is qualified under Section 401(a) of the Internal Revenue Code. The state of jurisdiction for the Contract is New York. The New York Department of Financial Services approved the Contract on May 21, 2012 and approved the Certificate Forms on May 29, 2012.

The Forms will be issued to immediate annuitants in connection with the purchase of fixed dollar annuities under the Contract for individuals covered under the Plan.

Please note we did not include reference to Regulation 19 in the Certification included in the Supporting Documentation tab. The amount of the annuities paid under the Contract is based on the benefits accrued under a defined benefit plan. While the cost of the annuities was calculated with a rate differential based on the sex of the annuitants, the cost was paid by the plan sponsor, not the plan participants. Therefore no annuitant was disadvantaged.

The Readability Certification for the Certificate Forms is included on the Supporting Documentation tab.

The material enclosed in brackets on the Certificate Forms is variable, subject to change as described in the Memoranda of Variability in the Supporting Documentation tab.

The filing fee of \$350 for this filing is being sent via EFT.

Please note that our domicile state, New Jersey, does not charge a filing fee. Therefore, retaliatory filing fees are not applicable.

If you have any questions regarding this filing, please contact me at 732-482-8875.

State Narrative:

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Company and Contact

Filing Contact Information

David Rauschenberger, Second Vice President David.Rauschenberger@Prudential.com
 Prudential 732-482-8875 [Phone]
 200 Wood Avenue South 732-482-8946 [FAX]
 Iselin, NJ 08830

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$350.00
 Retaliatory? No
 Fee Explanation: 7 certificates @ \$50.00 per certificate.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	\$350.00	06/22/2012	60359994

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/28/2012	06/28/2012

SERFF Tracking Number: PRUD-128456720 *State:* Arkansas
Filing Company: The Prudential Insurance Company of America *State Tracking Number:*
Company Tracking Number: PRGA-OCC-RL300-SPOUSAL J&S-AMC-AR
TOI: A05G Group Annuities - Immediate Non- *Sub-TOI:* A05.000 Annuities - Immediate Non-variable
Variable
Product Name: OCC-RL300-SpousalJ&S
Project Name/Number: OCC-RL300-SpousalJ&S/OCC-RL300-SpousalJ&S

Disposition

Disposition Date: 06/28/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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

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Form Schedule

Lead Form Number: OCC-RL300-SpousalJ&S

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	OCC-RL300-SpousalJ&S	Certificate	Certificate	Initial		46.600	OCC-RL300-SpousalJ&S.pdf
	OCC-RL300-ContingentJ&S	Certificate	Certificate	Initial		48.200	OCC-RL300-ContingentJ&S.pdf
	OCC-RL300-SingleLife	Certificate	Certificate	Initial		45.300	OCC-RL300-SingleLife.pdf
	OCC-RL300-WindowJ&S	Certificate	Certificate	Initial		47.800	OCC-RL300-WindowJ&S.pdf
	OCC-RL300-WindowSingleLife	Certificate	Certificate	Initial		46.600	OCC-RL300-WindowSingleLife.pdf
	OCC-RL300-LifePeriodCertain	Certificate	Certificate	Initial		46.500	OCC-RL300-LifePeriodCertain.pdf
	OCC-RL300-PeriodCertain	Certificate	Certificate	Initial		46.300	OCC-RL300-PeriodCertain.pdf

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
Newark, New Jersey**

ANNUITY CERTIFICATE

Table of Information

<i>Covered Life:</i>	[Covered Life Name] ^A
<i>Covered Life's Sex and Date of Birth:</i>	[Male/Female, Date] ^A
<i>Annuity Certificate Number:</i>	[Certificate Number] ^A
[<i>Contract-Holder:</i>] ^A	[State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust, a New York trust] ^A
[<i>Name of Plan:</i>] ^A	[General Motors Retirement Program for Salaried Employees] ^A
<i>Group Annuity Contract Number:</i>	[Article P of GA-300] ^A
<i>Form of Annuity:</i>	Spousal Joint and Survivor Life Annuity
<i>Annuity Riders:</i>	[Special Benefit Rider Level Benefit Rider Pop-Up Rider Refund Death Benefit Rider None] ^A
<i>Conversion Options:</i>	[General Conversion Option Disabled Age 55 Conversion Option None] ^A
<i>Annuity Commencement Date:</i>	[Date] ^A
[<i>Original Retirement Date:</i>] ^A	[Date] ^A
[<i>Covered Life Amount:</i>] ^A	[See "Payment Terms" Provision] ^A
[<i>Pre 62+1 Pension Amount</i>] ^A	[\$XXX.XX subject to stated limitations] ^A
[<i>Post 62+1 Pension Amount</i>] ^A	[\$XXX.XX subject to stated limitations] ^A
[<i>Pop-Up Amount:</i>] ^A	[\$XXX.XX] ^A
[<i>Contingent Life:</i>] ^A	[Contingent Life Name] ^A
[<i>Contingent Life's Sex and Date of Birth:</i>] ^A	[Male/Female, Date] ^A

[Contingent Life Amount:] ^A	[\$XXX.XX] ^A
[Contingent Life Special Benefit Rider Eligibility] ^A	[Yes/No] ^A
[Contingent Life Level Rider Eligibility] ^A	[Yes/No] ^A
[Maximum Refund Death Benefit:] ^A	[\$XXX.XX] ^A
[Beneficiary(ies):] ^A	[Name(s)/As shown on Prudential's records] ^A [Shares(s)] ^A
[Part A Basic Benefit:] ^A	[\$XXX.XX] ^A
[Pre 1985 Covered Life Part B Primary Amount:] ^A	[\$XXX.XX] ^A
[Post 1985 Covered Life Part B Primary Amount:] ^A	[\$XXX.XX] ^A
[Pre 1985 Contingent Life Part B Primary Amount:] ^A	[\$XXX.XX] ^A
[Post 1985 Contingent Life Part B Primary Amount:] ^A	[\$XXX.XX] ^A
[Disability Temporary Amount:] ^A	[\$XXX.XX] ^A
[Disability Age 55 Pre 62+1 Pension Amount] ^A	[\$XXX.XX subject to stated limitations] ^A
[Disability Age 55 Post 62+1 Pension Amount] ^A	[\$XXX.XX subject to stated limitations] ^A
[Special Benefit Amount] ^A	[\$XXX.XX] ^A
[Level Benefit Amount] ^A	[\$XXX.XX subject to stated limitations] ^A

[The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.]^B

Prudential's Guarantee:

This Certificate describes the monthly payments irrevocably guaranteed to you by The Prudential Insurance Company of America ("**Prudential**") under the Group Annuity Contract referred to above (the "**Contract**"). Prudential will make the payments owed by it under the Contract when those payments are due. We do not owe any payments to anyone under this Annuity Form if you have died before the *Annuity Commencement Date*.

Definitions & References:

Capitalized terms in this Certificate, which are in italics, are defined on the front of this Certificate. Those in bold are defined in other parts of this Certificate. "**You**" and "**your**" means the *"Covered Life."* "**We**," "**us**" and "**our**" means Prudential. "**Payee**" means the *Covered Life* and anyone else with an existing or future right to receive payments under this Annuity, but no Payee (other than the *Covered Life*) may make any changes or exercise any rights until the Payee has begun receiving payments. "**Representative**" means, with respect to a Payee, an individual or entity that has been duly appointed in accordance with the Contract to represent the Payee, such as a guardian.

Payment Terms:

"Spousal Joint and Survivor Life Annuity," is the Annuity Form having the payment terms specified in this Payment Terms section. Payments may also be made in accordance with any of the following Riders if specified in the Table of Information on the front of this Certificate. Those riders are also described below in this Payment Terms section.

- Special Benefit Rider
- Level Benefit Rider
- Pop-Up Rider
- Refund Death Benefit Rider

and

together with any of the following Option(s) if specified in the Table of Information:

- General Conversion Option
- Disabled Age 55 Conversion Option

If the Table of Information specifies that you have a Conversion Option to cancel this Annuity Form, the following will apply. If you exercise the option, your rights under this Annuity Form are cancelled. Also, the rights of the *Contingent Life* and any *Beneficiary* are cancelled. After the effective date of the conversion, we will not owe any further payments under this Annuity Form. As a result of your exercise of a conversion option, you will become entitled to another Annuity Form. We will notify you of the new Annuity Form and related payment amounts.

General Payment Terms

During your lifetime, we will make monthly payments to you equal to your "Covered Life Amount". We owe the first monthly payment on the *Annuity Commencement Date*. We will pay subsequent monthly payments on the first day of each month. Our last monthly payment to you will be on the first day of the month in which you die.

After you die, we may owe additional monthly payments. We will owe additional monthly payments if your *Contingent Life* (as specified in the Table of Information) is your spouse and is alive when you die. We will pay the first payment on the first day of the month following your death. We will pay subsequent monthly payments on the first day of each month. We will pay the last payment on the first day of the month in which such *Contingent Life* dies. The amount of the payments will equal the *Contingent Life Amount*.

If you have a Refund Death Benefit Rider, we may owe a Refund Death Benefit to the designated *Beneficiary* for your Annuity Form. After both you and your *Contingent Life* die, we will determine if we owe such payment. The following explains how we will determine if a payment is owed by us under this rider.

The amount of the Refund Death Benefit, if any, will equal the Maximum Refund Death Benefit (as specified in the Table of Information) less the Pre 1985 Part B Primary Amounts and the Post 1985 Part B Primary Amounts (as specified in the Table of Information) paid by us after the Annuity Commencement Date to you, to your Contingent Life (or to any related alternate payee, arising, for example, from a domestic relations order).

The following amounts, names, or values apply to your Spousal Joint and Survivor Life Annuity:

“Covered Life Amount” equals an amount that depends on whether you are younger or older than sixty-two years and one month (“62 + 1”).

- If you are younger than 62+1, the Covered Life Amount equals the “*Pre 62+1 Pension Amount*” specified in the Table of Information.
- If you are older than 62+1, the Covered Life Amount equals the “*Post 62+1 Pension Amount*” specified in the Table of Information.

If you have a Special Benefit Rider, then the “Covered Life Amount” will be increased after your sixty-fifth (65th) birthday. The increase will start on first day of the month after your 65th birthday. If your 65th birthday falls on the first day of a month, the increase will start on that day. The amount of the increase will be the amount specified as the “*Special Benefit Amount*” in the Table of Information. During your lifetime, we do not owe your *Contingent Life* any benefits under the Special Benefit Rider. If your *Contingent Life* has a Special Benefit rider, we only owe the related payments after you die.

If you have a Level Benefit Rider, then the “Covered Life Amount” will be increased by Three Hundred Dollars (\$300.00) after your sixty-fifth (65th) birthday. The increase will start on first day of the month after your 65th birthday. If your 65th birthday falls on the first day of a month, the increase will start on that day. During your lifetime, we do not owe your *Contingent Life* any benefits under the Level Benefit Rider. If your *Contingent Life* has a Level Benefit rider, we only owe the related payments after you die.

If you have a Pop-Up Rider, and if your *Contingent Life* dies after the *Annuity Commencement Date* and before you die, then we will increase the “Covered Life Amount.” You must first provide us acceptable evidence that such *Contingent Life* died. We will pay the increase starting in the month following the month of your *Contingent Life*’s death. The amount of the increase will equal the *Pop-Up Amount* specified for you in the Table of Information. If the age of your *Contingent Life* as shown on the Table of Information is misstated, then we will re-calculate the *Pop-Up Amount*. The corrected Pop-Up Amount will equal the *Part A Basic Amount* specified for such person in the Table of Information multiplied by the General Pop-Up Increase Factor. The Spousal Joint and Survivor Life Annuity Pop-Up Increase Factor will be determined in accordance with the Contract.

If a portion of your Pre 62+1 Covered Life Amount is attributable to a “*Disability Temporary Amount*” as specified in the Table of Information, then the following applies. You may be eligible to receive social security disability benefits from the Federal Government. In any month that you receive such benefits before you reach 62+1, we do not owe you such *Disability Temporary Amount* and we may deduct any overpayments made to you.

“*Contingent Life Amount*” means an amount that is specified in the Table of Information.

If your *Contingent Life* has a Special Benefit Rider, then the “*Contingent Life Amount*” will be increased for payments owed after his or her sixty-fifth (65th) birthday. The increase will start on first day of the month after such 65th birthday. If such birthday falls on the first day of a month, the increase will start on that day. The amount of the increase will be the amount specified as the “*Special Benefit Amount*” in the Table of Information.

If your *Contingent Life* has a Level Benefit Rider, then the “*Contingent Life Amount*” will be increased by Three Hundred Dollars (\$300.00) for payments owed after his or her sixty-fifth (65th) birthday. The increase will start on first day of the month after such 65th birthday. If such birthday falls on the first day of a month, the increase will start on that day.

Terms relating to Conversion Conditions. If no Conversion Options are identified for you on the Table of Information, then the following Conversion Conditions do not apply to you. If the Table of Information shows that Conversion Options apply, then the following Conversion Conditions apply to you.

“Conversion Conditions” means the following:

(i) With respect to Disabled Age 55 Conversion Option,

(A) means that a *Covered Life* (such *Covered Life* being “you” or “your”) is shown on the Table of Information as having a “Disabled Age 55” Conversion Option, and

(B) you demonstrate that your age is 55 years

(ii) With respect to the General Conversion Option,

(A) means that a *Covered Life* (such *Covered Life* being “you” or “your”) is shown on the Table of Information as having a “General” Conversion Option, then you must demonstrate that you meet one of the following conditions before you can exercise the option:

(B) if your Annuity Form is the Spousal Joint and Survivor Life Annuity or the Contingent Joint and Survivor Life Annuity with your spouse as Contingent Life and if you became divorced after your Original Retirement Date (as specified on the Table of Information), then you can exercise the option if you comply with the following conditions. You must provide us with a qualified domestic relations order (QDRO) in a form acceptable to us. It must provide that such Contingent Life will not be entitled to any portion of the Contingent Life Amount when you die.

(C) if your Annuity Form is the Contingent Joint and Survivor Life Annuity, and if your Contingent Life is not your spouse, you can exercise this option only in the event of post retirement marriage or re-marriage. No waiver from your Contingent Life is required. If we request, you must provide us with satisfactory proof of the good health of the Contingent Life before the Contingent Life can be removed and a new spouse can be added.

Note that this option is limited to the situations described above. The following are examples of situations where you cannot exercise this option.

(X) if your Annuity Form is the Spousal Joint and Survivor Life Annuity and if you have not been divorced since your Original Retirement Date, you cannot exercise this option.

(Y) if your Annuity Form is the Contingent Joint and Survivor Life Annuity, if your Contingent Life is your spouse, and if you have not been divorced since your Original Retirement Date, you cannot exercise this option.

“Conversion Options” means, if the “Disabled Age 55 Conversion Option,” and/or the “General Conversion Option,” is specified in the Table of Information as applicable to you, and if such option is attached to an Annuity Form eligible for such option, the following options may convert the benefit from one Annuity Form to another Annuity Form. A Conversion Option cannot be exercised by a *Contingent Life* or a *Beneficiary*.

(i) “Disabled Age 55 Conversion Option” means, if you are specified in the Table of Information as having a “Disabled Age 55” Conversion Option (because such person retired from the Plan under a disability retirement prior to age 55) and also as receiving a distribution of one of the following Annuity Forms:

Single Life Annuity
Spousal Joint and Survivor Annuity

then such option is available to such *Covered Life* (“you” or “your”).

When you reach age 55, you may exercise this option to convert your current Annuity Form. Before your option exercise can become effective, you must satisfy the applicable Conversion Conditions. You can select your new Annuity Form from the following list. However, if you are married at the time you exercise this option, we will automatically convert your Annuity Form into a Spousal Joint and Survivor Annuity absent a qualified election.

Single Life Annuity: If you elect this Annuity Form, the pre-62+1 Pension Amount payable to you will equal the sum of two numbers. The first number equals your Disability Age 55 Pre-62+1 Pension Amount (as specified in the Table of Information). The second number equals your Disability Temporary Annuity (if specified on the Table of Information) where there has been a denial of Social Security Disability benefits. Your post-62+1 Pension Amount will equal your Disability Age 55 Post 62+1 Pension Amount (as specified in the Table of Information).

Spousal Joint and Survivor Life Annuity: If at the time of your disability, you were married and elected a Contingent Joint and Survivor Life Annuity you are not eligible to make this election at age 55. If you elect this Annuity Form, your pre-62+1 Pension Amount will equal the product obtained by multiplying two numbers and then adding a third number. The first number is your Disability Age 55 Pre-62+1 Pension Amount (as specified in the Table of Information). The second number is your Spousal Joint and Survivor Life Annuity Pop-Up Decrease Factor. The third number is any Disability Temporary Annuity specified for you on the Table of Information where there has been a denial of Social Security Disability benefits. Your post-62+1 Pension Amount will equal the product obtained by multiplying two numbers. The first number is your Disability Age 55 Post 62+1 Pension Amount. The second number is your Spousal Joint and Survivor Life Annuity Pop-Up Decrease Factor as determined in accordance with the Contract.

The amount we will pay your spousal Contingent Life will equal the result of multiplying two numbers. The first number is the Covered Life Amount payable to you pursuant to the foregoing paragraph. The second number is a percentage. The applicable percentage is based on the corresponding Original Retirement Date specified for such Covered Life in the Table of Information or in our records: (1) 65% for an Original Retirement Date on/after October 1, 1999, (2) 60 % for an Original Retirement Date on/after November 1, 1976 and prior to October 1, 1999 (3) 55% for an Original Retirement Date on/after September 1, 1964 and prior to November 1, 1976 and (4) 50 % for an Original Retirement Date prior to September 1, 1964.

(ii) “General Conversion Option” means, if you are shown in the Table of Information as having a “General” Conversion Option and also as receiving a distribution of one of the following Annuity Forms:

Spousal Joint and Survivor Annuity
Contingent Joint and Survivor Life Annuity

then such option is available to the *Covered Life* (“you” or “your”).

The option allows you to convert your Annuity Form into a Single Life Annuity Form. Before your option exercise can become effective, you must meet the applicable Conversion Conditions. You must also notify us using a form provided by us.

Once you exercise your option, we will not owe any money to your *Contingent Life* after you die. Instead, we will increase the Covered Life Amount payable to you. The amount of the increase will equal the *Pop-Up Amount* in the Table of Information. If the Annuity Form is a Contingent Joint and Survivor Life Annuity, the amount of the increase will equal the result of multiplying two numbers. The first number is the *Part A Basic Amount* specified for you in the Table of Information. The second number is the Contingent Joint and Survivor Life Annuity Pop-Up Increase Factor determined under the Contract. We will start paying the increased amount on the first day of the month after the exercise of your option becomes effective.

Method of Payment:

We will make all payments in U.S. dollars. Payees may elect to receive payments either by check or by direct deposit to a bank or other financial institution chosen by the Payee. Checks are mailed to the last known address for the Payee as shown on our records. Direct deposit may be selected only by using a form supplied for such purpose.

By written notice, a Payee may request a change of the mailing address we use for payments by check. By using a form we supply, a Payee may change the bank or other financial institution receiving direct payments. Payees must deliver these items to Prudential as described below under "**Correspondence.**"

We may change these procedures by sending a letter to the Payee. We will use the address last shown on our records.

Correspondence:

Mail any notices and forms to the current notice address. The current notice address is:

The Prudential Insurance Company of America
[P.O. Box 5370
Scranton, PA 18505-5370]^C

Prudential may change the notice address by sending a letter to the Payee. We will use the address last shown on our records.

All notices must be in writing. Payee must sign all notices and forms. Please refer to the Annuity Certificate Number and the Group Annuity Contract Number (shown on the first page of this Certificate) on all notices and forms sent to us.

[Beneficiaries:

You may change Beneficiaries as described below. After you die, the *Contingent Life* may change Beneficiaries as described below. You may tell us on the Beneficiary Form to disregard Beneficiary changes made by the *Contingent Life* after your death. If you do not, we will honor those changes.

Selections and changes of Beneficiaries must use a form ("**Beneficiary Form**") we supply. Beneficiary Forms must be delivered to Prudential as described above under "**Correspondence.**" Selections and changes must comply with all applicable laws, including those relating to spousal waivers. Unless required by law or the Plan, we will not require any existing Beneficiary to consent to a change of Beneficiaries.

Beneficiary selection and changes shall take effect on the date you (or your *Contingent Life*) sign the change in Beneficiary form. However, no change shall be effective with respect to any action taken by us before we receive the change in Beneficiary form. Unless otherwise indicated on the Beneficiary designation or change form, the interest of any *Beneficiary* who dies before you (or where applicable, your *Contingent life*) ceases altogether.]^D

Assignment:

Payees may not assign, pledge, anticipate, accelerate or transfer this Annuity, except as expressly provided in the Contract. Also, Payees may not use a Representative to do the same. To the full extent permitted by law, Annuity payments are not subject to the claims of creditors. Compliance with a domestic relations order meeting the requirements of the Contract will not be considered an impermissible transaction or claim.

Qualified Domestic Relations Orders:

Should your Annuity become subject to a Qualified Domestic Relations Order, we may be required to alter monthly payments under the Annuity. We may make payments according to such order, regardless of the Annuity Form selected. This includes any adjustments needed to retroactively implement the order. We may rely upon any Qualified Domestic Relations Order we believe to be valid.

Reliance Upon Affidavit or Other Evidence:

We may rely upon an affidavit or other evidence to verify relevant facts. Payments we make in reliance upon this information relieve us from any liability under the Contract and this Certificate.

Misstatements:

If certain information was misstated to us, your annuity payments may or may not be changed as described below. If a Payee's date of birth, date of death, or sex was misstated to us, then we will not have the right to reduce any annuity payment below the amount determined using the information contained in the Contract. Also, we will not have the obligation to increase any Annuity Payment above the amount determined using the information contained in the Contract.

If information other than the Payee's date of birth, date of death, or sex was misstated to us, then Prudential will adjust the annuity payment. First we will determine the portion of the premium paid to us to purchase your annuity. The annuity payment amount owed by us will be increased or decreased to equal the amount that could have been purchased using the premium paid for the annuity assuming the misstatement had not happened. Also, Prudential will not change the date of the first monthly payment.

If the corrected annuity payment is less than the annuity payment determined using the misstated information, then the annuity payment will be decreased to the amount calculated as described in the last paragraph above. We may reduce future annuity payments further by amounts previously overpaid by us to the Payee. If the corrected annuity payment is more than the annuity payment calculated using the misstated information, then the annuity payment will be increased to the amount determined as described in the last paragraph above. We will further pay the amount of the underpayments by us in one of the next two annuity payments due with respect to the Payee.

In addition to changing the amount of annuity payments, the adjustments made pursuant to this section may change other important terms of payment. For example, the form of annuity for a Payee may change. The percentage of your annuity payment that is payable to the *Contingent Life* may change. Whether there is any *Contingent Life* entitled to receive an annuity payment may change. All adjustments made pursuant to this section will be binding upon the Payee.

Notwithstanding the above, after the Annuity Commencement Date, determinations by us under the Contract in connection with each of the following will reflect any corrections of date of birth or date of death of any Covered Life or Contingent Life (and of any Beneficiary, if applicable), provided to and verified by Prudential after the Annuity Commencement Date: (1) a conversion from one Annuity Form to another Annuity Form, (2) an increase in the Covered Life Amount based on attainment of a certain age and (3) a decrease in the Covered Life Amount based on attainment of a certain age.

Supplemental Information:

As a condition to making any payment, we may require a Payee to provide certain information not previously supplied. This information may include copies of signed election forms and signed spousal consent forms (where required). If legally required, we may withhold all or a portion of any payment until receiving a Social Security or taxpayer identification number for the Payee and any other items required by law.

As a condition to making any payment, we may require satisfactory evidence that any Payee is alive. We may withhold future payments until we receive this evidence.

Payments under this Certificate will be made to a Payee unless a Representative has been duly appointed in accordance with the Contract with respect to a Payee. If a Representative has been appointed, we may fulfill our obligation to a Payee under this Certificate by making payments to the Payee's Representative.

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits over the amount owed under the Plan, such overpayments shall be deducted from the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence

shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits that were less than the amount owed under the Plan, such underpayments shall be added to the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

Certificate Errors and Replacement Certificate:

This Certificate replaces any certificate that you may have previously received with respect to Prudential's guarantee under the Contract. Please review this Certificate carefully and notify us promptly if you feel any information is incorrect. We are not bound by any incorrect information in this Certificate, nor are we bound by any other errors in this Certificate if clearly inconsistent with the terms of the Contract. We may instead continue to comply with the terms of the Contract as if the Certificate initially had been correctly issued. We may issue a corrected Certificate in the same manner the original Certificate was issued, but we will clearly indicate on the face of the new Certificate that it is a "CORRECTED AND REISSUED" Certificate (or other words to that effect).

If you exercise an option that changes your *Form of Annuity*, then a replacement certificate will be issued to you. The replacement certificate will describe the payments that you will receive under your changed *Form of Annuity*.

Entire Contract:

The Contract constitutes the entire agreement between the *Contract-Holder* and us solely with respect to the annuity payments owed to each payee under the Contract.

Rights of Payees:

The Payees have the right to receive the annuity payments set forth under this Certificate. Such right to annuity payments is enforceable by the Payees solely against Prudential and no other person including the Plan, Plan sponsor, *Contract-Holder* or any affiliate thereof.

Prudential Telephone Number:

The Prudential Insurance Company of America
[1-800-621-1089]^C

To contact us, please use the above-listed telephone number.

[Deductions from Annuity Payments:

You (or your Contingent Life) may request in writing in a manner specified by us that we deduct a specified amount each month from the amounts we pay to you (or your Contingent Life). The amounts will be applied for payment of your health care premiums and for payment of other benefits that were permitted to be deducted from Plan benefits governed by the Plan. Upon receipt by us of the request, the amount specified in the request shall, subject to our consent, be deducted each month. Deductions will end if we receive a request (in a manner specified by us) from you (or your Contingent Life) to do so. The amount deducted each month shall be transferred on your behalf (or your Contingent Life's behalf) as specified in the request. The amount transferred will be in full settlement of all of our obligations under the Contract with respect to the amount transferred. Deductions by us on your behalf (or on behalf of your Contingent Life) will begin or end, as the case may be, no earlier than the annuity payment that is due at least 30 days following our receipt of the request to begin or end deductions for you or your Contingent Life.)^D

Additional Details:

This Certificate contains a summary of certain important terms of the Contract. The Contract contains a more complete description of your rights and Prudential's obligations. The Contract will control in the event of a conflict between the terms of this Certificate and the terms of the Contract.

Upon a change in the requirements of applicable law or a regulation administered by a governmental agency, we may change the Contract and/or this Certificate. If a change is made, it may be done without the consent of the Payee. Any change will be made only as strictly necessary to satisfy the requirements of law or regulation.

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]^E

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
Newark, New Jersey**

ANNUITY CERTIFICATE

Table of Information

<i>Covered Life:</i>	[Covered Life Name] ^A
<i>Covered Life's Sex and Date of Birth:</i>	[Male/Female, Date] ^A
<i>Annuity Certificate Number:</i>	[Certificate Number] ^A
[<i>Contract-Holder:</i>] ^A	[State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust, a New York trust] ^A
[<i>Name of Plan:</i>] ^A	[General Motors Retirement Program for Salaried Employees] ^A
<i>Group Annuity Contract Number:</i>	[Article P of GA-300] ^A
<i>Form of Annuity:</i>	Contingent Joint and Survivor Life Annuity
<i>Annuity Riders:</i>	[Special Benefit Rider Level Benefit Rider Refund Death Benefit Rider None] ^A
<i>Conversion Options:</i>	[General Conversion Option None] ^A
<i>Annuity Commencement Date:</i>	[Date] ^A
[<i>Original Retirement Date:</i>] ^A	[Date] ^A
[<i>Covered Life Amount:</i>] ^A	[See "Payment Terms" Provision] ^A
[<i>Pre 62+1 Pension Amount</i>] ^A	[\$XXX.XX subject to stated limitations] ^A
[<i>Post 62+1 Pension Amount</i>] ^A	[\$XXX.XX subject to stated limitations] ^A
[<i>Contingent Life:</i>] ^A	[Contingent Life Name] ^A
[<i>Contingent Life's Sex and Date of Birth:</i>] ^A	[Male/Female, Date] ^A
[<i>Contingent Life Amount:</i>] ^A	[\$XXX.XX] ^A
[<i>Contingent Life Special Benefit Rider</i>]	[Yes/No] ^A
[<i>Contingent Life Level Rider Eligibility</i>] ^A	[Yes/No] ^A

[Maximum Refund Death Benefit:] ^A	[\$XXX.XX] ^A
[Beneficiary(ies):] ^A	[Name(s)/As shown on Prudential's records] ^A [Shares(s)] ^A
[Part A Basic Amount:] ^A	[\$XXX.XX] ^A
[Pre 1985 Covered Life Part B Primary	[\$XXX.XX] ^A
[Post 1985 Covered Life Part B Primary	[\$XXX.XX] ^A
[Pre 1985 Contingent Life Part B Primary	[\$XXX.XX] ^A
[Post 1985 Contingent Life Part B Primary	[\$XXX.XX] ^A
[Disability Temporary Benefit:] ^A	[\$XXX.XX] ^A
[Special Benefit Amount] ^A	[\$XXX.XX] ^A
[Is the Contingent Life the Covered Life's spouse?] ^A	[Yes/No] ^A
[Level Benefit Amount] ^A	[\$XXX.XX subject to stated limitations] ^A

[The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.]^B

Prudential's Guarantee:

This Certificate describes the monthly payments irrevocably guaranteed to you by The Prudential Insurance Company of America ("**Prudential**") under the Group Annuity Contract referred to above (the "**Contract**"). Prudential will make the payments owed by it under the Contract when those payments are due.

Definitions & References:

Capitalized terms in this Certificate, which are in italics, are defined on the front of this Certificate. Those in bold are defined in other parts of this Certificate. "**You**" and "**your**" means the "*Covered Life*." "**We**," "**us**" and "**our**" means Prudential. "**Payee**" means the Covered Life and anyone else with an existing or future right to receive payments under this Annuity, but no Payee (other than the Covered Life) may make any changes or exercise any rights until the Payee has begun receiving payments. "**Representative**" means, with respect to a Payee, an individual or entity that has been duly appointed in accordance with the Contract to represent the Payee, such as a guardian.

Payment Terms:

"Contingent Joint and Survivor Life Annuity," is the Annuity Form having the payment terms specified in this Payment Terms section. Payments may also be made in accordance with any of the following Riders if specified in the Table of Information on the front of this Certificate. Those riders are also described below in this Payment Terms section.

Special Benefit Rider
Level Benefit Rider
Refund Death Benefit Rider
and

together with any of the following Option(s) if specified in the Table of Information:

General Conversion Option

If the Table of Information specifies that you have a Conversion Option to cancel this Annuity Form, the following will apply. If you exercise the option and a qualified domestic relations order does not provide otherwise, your rights under this Annuity Form are cancelled. Also, the rights of the *Contingent Life* and any *Beneficiary* are cancelled. After the effective date of the conversion, we will not owe any further payments under this Annuity Form. As a result of your exercise of a conversion option, you will become entitled to another Annuity Form. We will notify you of the new Annuity Form and related payment amounts.

General Payment Terms

During your lifetime, we will make monthly payments to you equal to your Covered Life Amount. We owe the first monthly payment on the *Annuity Commencement Date*. We will pay subsequent monthly payments on the first day of each month. Our last monthly payment to you will be on the first day of the month in which you die.

After you die, we may owe additional monthly payments. We will owe additional monthly payments if your *Contingent Life* (as specified in the Table of Information) is alive when you die. We will pay the first payment on the first day of the month following your death. We will pay subsequent monthly payments on the first day of each month. We will pay the last payment on the first day of the month in which such *Contingent Life* dies. The amount of the payments will equal the *Contingent Life Amount*.

If you have a Refund Death Benefit Rider, we may owe a Refund Death Benefit to the designated *Beneficiary* for your Annuity Form. After both you and your *Contingent Life* die, we will determine if we owe such payment. The following explains how we will determine if a payment is owed by us under this rider.

The amount of the Refund Death Benefit, if any, will equal the *Maximum Refund Death Benefit* (as specified in the Table of Information) less the Pre 1985 Part B Primary Amounts and the Post 1985 Part B Primary Amounts (as specified in the Table of Information) paid by us after the *Annuity Commencement Date* to you, to your *Contingent Life* (or to any related alternate payee, arising, for example, from a domestic relations order).

The following amounts, names, or values apply to your Contingent Joint and Survivor Life Annuity:

“Covered Life Amount” equals an amount that depends on whether you are younger or older than sixty-two years and one month (“62 + 1”).

- If you are younger than 62+1, the Covered Life Amount equals the “Pre 62+1 Pension Amount” specified in the Table of Information.
- If you are older than 62+1, the Covered Life Amount equals the “Post 62+1 Pension Amount” specified in the Table of Information.

If you have a Special Benefit Rider, then the “Covered Life Amount” will be increased after your sixty-fifth (65th) birthday. The increase will start on first day of the month after your 65th birthday. If your 65th birthday falls on the first day of a month, the increase will start on that day. The amount of the increase will be the amount specified as the “Special Benefit Amount” in the Table of Information. During your lifetime, your *Contingent Life* will not receive the benefits of any Special Benefit Rider that he or she may have. Such benefits start after your death.

If you have a Level Benefit Rider, then the “Covered Life Amount” will be increased by Three Hundred Dollars (\$300.00) after your sixty-fifth (65th) birthday. The increase will start on first day of the month after your 65th birthday. If your 65th birthday falls on the first day of a month, the increase will start on that day. During your lifetime, we do not owe your *Contingent Life* any benefits under the Level Benefit Rider. If your *Contingent Life* has a Level Benefit rider, we only owe the related payments after you die.

If a portion of your Pre 62+1 Covered Life Amount is attributable to a “*Disability Temporary Amount*” as specified in the Table of Information, then the following applies. You may be eligible to receive social security disability benefits from the Federal Government. In any month that you receive such benefits before you reach 62+1, we do not owe you such *Disability Temporary Amount* and we may deduct any overpayments made to you.

“*Contingent Life Amount*” means an amount that is specified in the Table of Information.

If your *Contingent Life* has a Special Benefit Rider, then the “*Contingent Life Amount*” will be increased for payments owed after his or her sixty-fifth (65th) birthday. The increase will start on first day of the month after such 65th birthday. If such birthday falls on the first day of a month, the increase will start on that day. The amount of the increase will be the amount specified as the “Special Benefit Amount” in the Table of Information.

If your *Contingent Life* has a Level Benefit Rider, then the “*Contingent Life Amount*” will be increased by Three Hundred Dollars (\$300.00) for payments owed after his or her sixty-fifth (65th) birthday. The increase will start on first day of the month after such 65th birthday. If such birthday falls on the first day of a month, the increase will start on that day.

Terms relating to Conversion Conditions. If no Conversion Options are identified for you on the Table of Information, then the following Conversion Conditions do not apply to you. If the Table of Information shows that Conversion Options apply, then the following Conversion Conditions apply to you.

“Conversion Conditions” means the following:

With respect to the General Conversion Option,

(A) means that a *Covered Life* (such *Covered Life* being “you” or “your”) is shown on the Table of Information as having a “General” Conversion Option, then you must demonstrate that you meet one of the following conditions before you can exercise the option:

(B) if your Annuity Form is the Spousal Joint and Survivor Life Annuity or the Contingent Joint and Survivor Life Annuity with your spouse as *Contingent Life* and if you became divorced after your Original Retirement Date (as specified on the Table of Information), then you can exercise the option if you comply with the following conditions. You must provide us with a qualified domestic relations order (QDRO) in a form acceptable to us. It must provide that such Contingent Life will not be entitled to any portion of the Contingent Life Amount when you die.

(C) if your Annuity Form is the Contingent Joint and Survivor Life Annuity, and if your Contingent Life is not your spouse, you can exercise this option only in the event of post retirement marriage or re-marriage. No waiver from your Contingent Life is required. If we request, you must provide us with satisfactory proof of the good health of the Contingent Life before the Contingent Life can be removed and a new spouse can be added.

Note that this option is limited to the situations described above. The following are examples of situations where you cannot exercise this option.

(X) if your Annuity Form is the Spousal Joint and Survivor Life Annuity and if you have not been divorced since your Original Retirement Date, you cannot exercise this option.

(Y) if your Annuity Form is the Contingent Joint and Survivor Life Annuity, if your Contingent Life is your spouse, and if you have not been divorced since your Original Retirement Date, you cannot exercise this option.

“Conversion Options” means, if the “General Conversion Option,” is specified in the Table of Information as applicable to you, and if such option is attached to an Annuity Form eligible for such option, the following options may convert the benefit from one Annuity Form to another Annuity Form. A Conversion Option cannot be exercised by a *Contingent Life* or a *Beneficiary*.

“General Conversion Option” means, if you are shown in the Table of Information as having a “General” Conversion Option and also as receiving a distribution of one of the following Annuity Forms:

Spousal Joint and Survivor Annuity
Contingent Joint and Survivor Life Annuity

then such option is available to the *Covered Life* (“you” or “your”).

The option allows you to convert your Annuity Form into a Single Life Annuity Form. Before your option exercise can become effective, you must meet the applicable Conversion Conditions. You must also notify us using a form provided by us.

Once you exercise your option, we will not owe any money to your *Contingent Life* after you die. Instead, we will increase the Covered Life Amount payable to you. The amount of the increase will equal the *Pop-Up Amount* in the Table of Information. If the Annuity Form is a Contingent Joint and Survivor Life Annuity, the amount of the increase will equal the result of multiplying two numbers. The first number is the *Part A Basic Amount* specified for you in the Table of Information. The second number is the Contingent Joint and Survivor Life Annuity Pop-Up Increase Factor determined under the Contract. We will start paying the increased amount on the first day of the month after the exercise of your option becomes effective.

Method of Payment:

We will make all payments in U.S. dollars. Payees may elect to receive payments either by check or by direct deposit to a bank or other financial institution chosen by the Payee. Checks are mailed to the last known address for the Payee as shown on our records. Direct deposit may be selected only by using a form supplied for such purpose.

By written notice, a Payee may request a change of the mailing address we use for payments by check. By using a form we supply, a Payee may change the bank or other financial institution receiving direct payments. Payees must deliver these items to Prudential as described below under "**Correspondence.**"

We may change these procedures by sending a letter to the Payee. We will use the address last shown on our records.

Correspondence:

Mail any notices and forms to the current notice address. The current notice address is:

The Prudential Insurance Company of America
[P.O. Box 5370
Scranton, PA 18505-5370]^C

Prudential may change the notice address by sending a letter to the Payee. We will use the address last shown on our records.

All notices must be in writing. Payee must sign all notices and forms. Please refer to the Annuity Certificate Number and the Group Annuity Contract Number (shown on the first page of this Certificate) on all notices and forms sent to us.

[Beneficiaries:

You may change Beneficiaries as described below. After you die, the Contingent Life may change Beneficiaries as described below. You may tell us on the Beneficiary Form to disregard Beneficiary changes made by the Contingent life after your death. If you do not, we will honor those changes.

Selections and changes of Beneficiaries must use a form ("**Beneficiary Form**") we supply. Beneficiary Forms must be delivered to Prudential as described above under "**Correspondence.**" Selections and changes must comply with all applicable laws, including those relating to spousal waivers. Unless required by law or the Plan, we will not require any existing Beneficiary to consent to a change of Beneficiaries.

Beneficiary selection and changes shall take effect on the date you (or your Contingent Life) sign the change in Beneficiary form. However, no change shall be effective with respect to any action taken by us before we receive the change in Beneficiary form. Unless otherwise indicated on the Beneficiary designation or change form, the interest of any Beneficiary who dies before you (or where applicable, your Contingent Life) ceases altogether.]^D

Assignment:

Payees may not assign, pledge, anticipate, accelerate or transfer this Annuity, except as expressly provided in the Contract. Also, Payees may not use a Representative to do the same. To the full extent permitted by law, Annuity payments are not subject to the claims of creditors. Compliance with a domestic relations order meeting the requirements of the Contract will not be considered an impermissible transaction or claim.

Qualified Domestic Relations Orders:

Should your Annuity become subject to a Qualified Domestic Relations Order, we may be required to alter monthly payments under the Annuity. We may make payments according to such order, regardless of the Annuity Form selected. This includes any adjustments needed to retroactively implement the order. We may rely upon any Qualified Domestic Relations Order we believe to be valid.

Reliance Upon Affidavit or Other Evidence:

We may rely upon an affidavit or other evidence to verify relevant facts. Payments we make in reliance upon this information relieve us from any liability under the Contract and this Certificate.

Misstatements:

If certain information was misstated to us, your annuity payments may or may not be changed as described below. If a Payee's date of birth, date of death, or sex was misstated to us, then we will not have the right to reduce any annuity payment below the amount determined using the information contained in the Contract. Also, we will not have the obligation to increase any Annuity Payment above the amount determined using the information contained in the Contract.

If information other than the Payee's date of birth, date of death, or sex was misstated to us, then Prudential will adjust the annuity payment. First we will determine the portion of the premium paid to us to purchase your annuity. The annuity payment amount owed by us will be increased or decreased to equal the amount that could have been purchased using the premium paid for the annuity assuming the misstatement had not happened. Also, Prudential will not change the date of the first monthly payment.

If the corrected annuity payment is less than the annuity payment determined using the misstated information, then the annuity payment will be decreased to the amount calculated as described in the last paragraph above. We may reduce future annuity payments further by amounts previously overpaid by us to the Payee. If the corrected annuity payment is more than the annuity payment calculated using the misstated information, then the annuity payment will be increased to the amount determined as described in the last paragraph above. We will further pay the amount of the underpayments by us in one of the next two annuity payments due with respect to the Payee.

In addition to changing the amount of annuity payments, the adjustments made pursuant to this section may change other important terms of payment. For example, the form of annuity for a Payee may change. The percentage of your annuity payment that is payable to the Contingent Life may change. Whether there is any Contingent Life entitled to receive an annuity payment may change. All adjustments made pursuant to this section will be binding upon the Payee.

Notwithstanding the above, after the Annuity Commencement Date, determinations by us under the Contract in connection with each of the following will reflect any corrections of date of birth or date of death of any Covered Life or Contingent Life (and of any Beneficiary, if applicable), provided to and verified by Prudential after the Annuity Commencement Date: (1) a conversion from one Annuity Form to another Annuity Form, (2) an increase in the Covered Life Amount based on attainment of a certain age and (3) a decrease in the Covered Life Amount based on attainment of a certain age.

Supplemental Information:

As a condition to making any payment, we may require a Payee to provide certain information not previously supplied. This information may include copies of signed election forms and signed spousal consent forms (where required). If legally required, we may withhold all or a portion of any payment until receiving a Social Security or taxpayer identification number for the Payee and any other items required by law.

As a condition to making any payment, we may require satisfactory evidence that any Payee is alive. We may withhold future payments until we receive this evidence.

Payments under this Certificate will be made to a Payee unless a Representative has been duly appointed in accordance with the Contract with respect to a Payee. If a Representative has been appointed, we may fulfill our obligation to a Payee under this Certificate by making payments to the Payee's Representative.

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits over the amount owed under the Plan, such overpayments shall be deducted from the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^P

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits that were less than the amount owed under the Plan, such underpayments shall be added to the annuity

payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

Certificate Errors and Replacement Certificate:

This Certificate replaces any certificate that you may have previously received with respect to Prudential's guarantee under the Contract. Please review this Certificate carefully and notify us promptly if you feel any information is incorrect. We are not bound by any incorrect information in this Certificate, nor are we bound by any other errors in this Certificate if clearly inconsistent with the terms of the Contract. We may instead continue to comply with the terms of the Contract as if the Certificate initially had been correctly issued. We may issue a corrected Certificate in the same manner the original Certificate was issued, but we will clearly indicate on the face of the new Certificate that it is a "CORRECTED AND REISSUED" Certificate (or other words to that effect).

If you exercise an option that changes your *Form of Annuity*, then a replacement certificate will be issued to you. The replacement certificate will describe the payments that you will receive under your changed *Form of Annuity*.

Entire Contract:

The Contract constitutes the entire agreement between the Contract-Holder and us solely with respect to the annuity payments owed to each payee under the Contract.

Rights of Payees:

The Payees have the right to receive the annuity payments set forth under this Certificate. Such right to annuity payments is enforceable by the Payees solely against Prudential and no other person including the Plan, Plan sponsor, Contract-Holder or any affiliate thereof.

Prudential Telephone Number:

The Prudential Insurance Company of America
[1-800-621-1089]^C

To contact us, please use the above-listed telephone number.

[Deductions from Annuity Payments:

You (or your Contingent Life) may request in writing in a manner specified by us that we deduct a specified amount each month from the amounts we pay to you (or your Contingent Life). The amounts will be applied for payment of your health care premiums and for payment of other benefits that were permitted to be deducted from Plan benefits governed by the Plan. Upon receipt by us of the request, the amount specified in the request shall, subject to our consent, be deducted each month. Deductions will end if we receive a request (in a manner specified by us) from you (or your Contingent Life) to do so. The amount deducted each month shall be transferred on your behalf (or your Contingent Life's behalf) as specified in the request. The amount transferred will be in full settlement of all of our obligations under the Contract with respect to the amount transferred. Deductions by us on your behalf (or on behalf of your Contingent Life) will begin or end, as the case may be, no earlier than the annuity payment that is due at least 30 days following our receipt of the request to begin or end deductions for you or your Contingent Life.)^D

Additional Details:

This Certificate contains a summary of certain important terms of the Contract. The Contract contains a more complete description of your rights and Prudential's obligations. The Contract will control in the event of a conflict between the terms of this Certificate and the terms of the Contract.

Upon a change in the requirements of applicable law or a regulation administered by a governmental agency, we may change the Contract and/or this Certificate. If a change is made, it may be done without the consent of the Payee. Any change will be made only as strictly necessary to satisfy the requirements of law or regulation.

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]E

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
Newark, New Jersey**

ANNUITY CERTIFICATE

Table of Information

<i>Covered Life:</i>	[Covered Life Name] ^A
<i>Covered Life's Sex and Date of Birth:</i>	[Male/Female, Date] ^A
<i>Annuity Certificate Number:</i>	[Certificate Number] ^A
[<i>Contract-Holder:</i>] ^A	[State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust, a New York trust] ^A
[<i>Name of Plan:</i>] ^A	[General Motors Retirement Program for Salaried Employees] ^A
<i>Group Annuity Contract Number:</i>	[Article P of GA-300] ^A
<i>Form of Annuity:</i>	Single Life Annuity
<i>Annuity Riders:</i>	[Special Benefit Rider Level Benefit Rider Refund Death Benefit Rider None] ^A
<i>Conversion Options:</i>	[Post-Retirement Marriage Conversion Option Disabled Age 55 Conversion Option None] ^A
<i>Annuity Commencement Date:</i>	[Date] ^A
[<i>Original Retirement Date:</i>] ^A	[Date] ^A
[<i>Covered Life Amount:</i>] ^A	[See "Payment Terms" Provision] ^A
[<i>Pre 62+1 Pension Amount</i>] ^A	[\$XXX.XX subject to stated limitations] ^A
[<i>Post 62+1 Pension Amount</i>] ^A	[\$XXX.XX subject to stated limitations] ^A
[<i>Maximum Refund Death Benefit:</i>] ^A	[\$XXX.XX] ^A
[<i>Beneficiary(ies):</i>] ^A	[Name(s)/As shown on Prudential's records] ^A [Shares(s)] ^A
[<i>Part A Basic Benefit:</i>] ^A	[\$XXX.XX] ^A

[Pre 1985 Covered Life Part B Primary Amount:] ^A	[\$XXX.XX] ^A
[Post 1985 Covered Life Part B Primary Amount:] ^A	[\$XXX.XX] ^A
[Contingent Life:] ^A	[Contingent Life Name] ^A
[Contingent Life's Sex and Date of Birth:] ^A	[Male/Female, Date] ^A
[Contingent Life Level Rider Eligibility] ^A	[Yes/No] ^A
[Disability Temporary Benefit] ^A	[\$XXX.XX] ^A
[Disability Age 55 Pre 62+1 Pension Amount] _A	[\$XXX.XX subject to stated limitations] ^A
[Disability Age 55 Post 62+1 Pension Amount] ^A	[\$XXX.XX subject to stated limitations] ^A
[Special Benefit Amount] ^A	[\$XXX.XX] ^A
[Level Benefit Amount] ^A	[\$XXX.XX subject to stated limitations] ^A

[The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.]^B

Prudential's Guarantee:

This Certificate describes the monthly payments irrevocably guaranteed to you by The Prudential Insurance Company of America ("**Prudential**") under the Group Annuity Contract referred to above (the "**Contract**"). Prudential will make the payments owed by it under the Contract when those payments are due. We do not owe any payments to anyone under this Annuity Form if you have died before the *Annuity Commencement Date*.

Definitions & References:

Capitalized terms in this Certificate, which are in italics, are defined on the front of this Certificate. Those in bold are defined in other parts of this Certificate. "**You**" and "**your**" means the "*Covered Life*." "**We**," "**us**" and "**our**" means Prudential. "**Payee**" means the Covered Life and anyone else with an existing or future right to receive payments under this Annuity, but no Payee (other than the Covered Life) may make any changes or exercise any rights until the Payee has begun receiving payments. "**Representative**" means, with respect to a Payee, an individual or entity that has been duly appointed in accordance with the Contract to represent the Payee, such as a guardian.

Payment Terms:

"Single Life Annuity," is the Annuity Form having the payment terms specified in this Payment Terms section. Payments may also be made in accordance with any of the following Riders if specified in the Table of Information on the front of this Certificate. Those riders are also described below in this Payment Terms section.

Special Benefit Rider
Level Benefit Rider
Refund Death Benefit Rider
and

together with any of the following Option(s) if specified in the Table of Information:

Post-Retirement Marriage Conversion Option
Disabled Age 55 Conversion Option

If the Table of Information specifies that you have a Conversion Option to cancel this Annuity Form, the following will apply. If you exercise the option, your rights under this Annuity Form are cancelled. Also, the rights of the *Beneficiary* are cancelled. After the effective date of the conversion, we will not owe any further payments under this Annuity Form. As a result of your exercise of a conversion option, you will become entitled to another Annuity Form. We will notify you of the new Annuity Form and related payment amounts.

General Payment Terms

During your lifetime, we will make monthly payments to you equal to your "Covered Life Amount". We owe the first monthly payment on the *Annuity Commencement Date*. We will pay subsequent monthly payments on the first day of each month. Our last monthly payment to you will be on the first day of the month in which you die.

If you have a Refund Death Benefit Rider, we may owe a Refund Death Benefit to the designated *Beneficiary* for your Annuity Form. After you die, we will determine if we owe such payment. The following explains how we will determine if a payment is owed by us under this rider.

The amount of the Refund Death Benefit, if any, will equal the *Maximum Refund Death Benefit* (as specified in the Table of Information) less the Pre 1985 Part B Primary Amounts and the Post 1985 Part B Primary Amounts (as specified in the Table of Information) paid by us after the *Annuity Commencement Date* to you (or to any related alternate payee, arising, for example, from a domestic relations order).

The following amounts, names, or values apply to your Single Life Annuity:

“Covered Life Amount” equals an amount that depends on whether you are younger or older than sixty-two years and one month (“62 + 1”).

- If you are younger than 62+1, the Covered Life Amount equals the “Pre 62+1 Pension Amount” specified in the Table of Information.
- If you are older than 62+1, the Covered Life Amount equals the “Post 62+1 Pension Amount” specified in the Table of Information.

If you have a Special Benefit Rider, then the “Covered Life Amount” will be increased after your sixty-fifth (65th) birthday. The increase will start on first day of the month after your 65th birthday. If your 65th birthday falls on the first day of a month, the increase will start on that day. The amount of the increase will be the amount specified as the “Special Benefit Amount” in the Table of Information.

If you have a Level Benefit Rider, then the “Covered Life Amount” will be increased by Three Hundred Dollars (\$300.00) after your sixty-fifth (65th) birthday. The increase will start on first day of the month after your 65th birthday. If your 65th birthday falls on the first day of a month, the increase will start on that day. During your lifetime, we do not owe your *Contingent Life* any benefits under the Level Benefit Rider.

The Table of Information may specify that there is a *Contingent Life* corresponding to you and that the *Contingent Life* is eligible for a Level Benefit Rider. If so, after you die, we may owe additional monthly payments. We will owe additional monthly payments if and when two conditions are met. The *Contingent Life* must be alive when you die. The *Contingent Life* must be older than sixty-five (65) years. If such conditions are met we will pay the first payment on the first day of the month following your death. Later monthly payments will be made on the first day of each month. We will pay the last payment on the first day of the month in which such *Contingent Life* dies. The amount of the payments will equal the \$300.00.

If a portion of your Pre 62+1 Covered Life Amount is attributable to a “*Disability Temporary Amount*” as specified in the Table of Information, then the following applies. You may be eligible to receive social security disability benefits from the Federal Government. In any month that you receive such benefits before you reach 62+1, we do not owe you such *Disability Temporary Amount* and we may deduct any overpayments made to you.

Terms relating to Conversion Conditions. If no Conversion Options are identified for you on the Table of Information, then the following Conversion Conditions do not apply to you. If the Table of Information shows that Conversion Options apply, then the following Conversion Conditions apply to you.

“Conversion Conditions” means the following:

(i) With respect to Disabled Age 55 Conversion Option,

(A) means that a *Covered Life* (such *Covered Life* being “you” or “your”) is shown on the Table of Information as having a “Disabled Age 55” Conversion Option, and

(B) you demonstrate that your age is 55 years.

(ii) With respect to the Post-Retirement Marriage Conversion Option,

(A) means that a *Covered Life* (such *Covered Life* being “you” or “your”) is shown on the Table of Information as having a “Post-Retirement Marriage” Conversion Option, and

(B) You became married for the first time, or became re-married, after June 30, 2011, and

(C) You exercise this option within 18-months after such marriage or re-marriage, and

(D) You supply us with evidence of such marriage or re-marriage.

“Conversion Options” means, if the “Disabled Age 55 Conversion Option,” and/or the “Post-Retirement Marriage Conversion Option,” is specified in the Table of Information as applicable to you, and if such option is attached to an Annuity Form eligible for such option, the following options may convert the benefit from one Annuity Form to another Annuity Form. A Conversion Option cannot be exercised by a *Contingent Life* or a *Beneficiary*.

(i) “Disabled Age 55 Conversion Option” means, if you are specified in the Table of Information as having a “Disabled Age 55” Conversion Option (because such person retired from the Plan under a disability retirement prior to age 55) and also as receiving a distribution of one of the following Annuity Forms:

Single Life Annuity
Spousal Joint and Survivor Annuity

then such option is available to such *Covered Life* (“you” or “your”).

When you reach age 55, you may exercise this option to convert your current Annuity Form. Before your option exercise can become effective, you must satisfy the applicable Conversion Conditions. You can select your new Annuity Form from the following list. However, if you are married at the time you exercise this option, we will automatically convert your Annuity Form into a Spousal Joint and Survivor Annuity absent a qualified election.

Single Life Annuity: If you elect this Annuity Form, the pre-62+1 Pension Amount payable to you will equal the sum of two numbers. The first number equals your Disability Age 55 Pre-62+1 Pension Amount (as specified in the Table of Information). The second number equals your Disability Temporary Annuity (if specified on the Table of Information) where there has been a denial of Social Security Disability benefits. Your post-62+1 Pension Amount will equal your Disability Age 55 Post 62+1 Pension Amount (as specified in the Table of Information).

Spousal Joint and Survivor Life Annuity: If at the time of your disability, you were married and elected a Contingent Joint and Survivor Life Annuity you are not eligible to make this election at age 55. If you elect this Annuity Form, your pre-62+1 Pension Amount will equal the product obtained by multiplying two numbers and then adding a third number. The first number is your Disability Age 55 Pre-62+1 Pension Amount (as specified in the Table of Information). The second number is your Spousal Joint and Survivor Life Annuity Pop-Up Decrease Factor. The third number is any Disability Temporary Annuity specified for you on the Table of Information where there has been a denial of Social Security Disability benefits. Your post-62+1 Pension Amount will equal the product obtained by multiplying two numbers. The first number is your Disability Age 55 Post 62+1 Pension Amount. The second number is your Spousal Joint and Survivor Life Annuity Pop-Up Decrease Factor. The amount we will pay your spousal Contingent Life will equal the result of multiplying two numbers. The first number is the Covered Life Amount payable to you pursuant to the foregoing paragraph. The second number is a percentage. The applicable percentage is based on the corresponding Original Retirement Date specified for such Covered Life in the Table of Information or in our records: (1) 65% for an Original Retirement Date on/after October 1, 1999, (2) 60 % for an Original Retirement Date on/after November 1, 1976 and prior to October 1, 1999 (3) 55% for an Original Retirement Date on/after September 1, 1964 and prior to November 1, 1976 and (4) 50 % for an Original Retirement Date prior to September 1, 1964.

(ii) “Post-Retirement Marriage Conversion Option” means, if a *Covered Life* is specified in the Table of Information as having a “Post-Retirement Marriage” Conversion Option and also as receiving a distribution of the following Annuity Form:

Single Life Annuity

then such option is available to the Covered Life (“you” or “your”).

The option allows you to convert a portion of your monthly payment under a Single Life Annuity into a Spousal Joint and Survivor Annuity Form. Before your option exercise can become effective, you must meet the applicable Conversion Conditions. Also, you must notify us using a form provided by us. The effective date of the conversion

is the first day of the month after the conversion is effective, but not sooner than the one-year anniversary of your marriage or re-marriage, and in any event before the 18-month anniversary of the marriage or re-marriage.

Only *Part A Basic Amount* (as specified in the Table of Information) may be converted. On the effective date of the conversion, we will reduce the Covered Life Amount. The amount of the reduction will equal the result of multiplying two numbers. The first number is the *Part A Basic Amount* specified for you in the Table of Information. The second number is the Spousal Joint & Survivor Life Annuity Pop-Up Decrease Factor.

After the effective date of the conversion, and after you die, we will owe your spouse additional monthly payments. To receive such payments, your spouse must be alive when you die. We will pay the first payment on the first day of the month following your death. We will pay the last payment on the first day of the month in which such spouse dies.

The amount we will pay such spouse will equal the result of multiplying two numbers. The first number is the Covered Life Amount payable to you, as reduced pursuant to the preceding paragraph. The second number is a percentage. The applicable percentage is based on the corresponding Original Retirement Date specified for such Covered Life in the Table of Information or in our records: (1) 65% for a Original Retirement Date on/after October 1, 1999, (2) 60% for a Original Retirement Date on/after November 1, 1976 and prior to October 1, 1999 (3) 55% for a Original Retirement Date on/after September 1, 1964 and prior to November 1, 1976 and (4) 50% for a Original Retirement Date prior to September 1, 1964.

Method of Payment:

We will make all payments in U.S. dollars. Payees may elect to receive payments either by check or by direct deposit to a bank or other financial institution chosen by the Payee. Checks are mailed to the last known address for the Payee as shown on our records. Direct deposit may be selected only by using a form supplied for such purpose.

By written notice, a Payee may request a change of the mailing address we use for payments by check. By using a form we supply, a Payee may change the bank or other financial institution receiving direct payments. Payees must deliver these items to Prudential as described below under "**Correspondence.**"

We may change these procedures by sending a letter to the Payee. We will use the address last shown on our records.

Correspondence:

Mail any notices and forms to the current notice address. The current notice address is:

The Prudential Insurance Company of America
[P.O. Box 5370
Scranton, PA 18505-5370] C

Prudential may change the notice address by sending a letter to the Payee. We will use the address last shown on our records.

All notices must be in writing. Payee must sign all notices and forms. Please refer to the Annuity Certificate Number and the Group Annuity Contract Number (shown on the first page of this Certificate) on all notices and forms sent to us.

[Beneficiaries:

You may change Beneficiaries as described below.

Selections and changes of Beneficiaries must use a form ("**Beneficiary Form**") we supply. Beneficiary Forms must be delivered to Prudential as described above under "**Correspondence.**" Selections and changes must comply with

all applicable laws, including those relating to spousal waivers. Unless required by law or the Plan, we will not require any existing Beneficiary to consent to a change of Beneficiaries.

Beneficiary selection and changes shall take effect on the date you sign the change in Beneficiary form. However, no change shall be effective with respect to any action taken by us before we receive the change in Beneficiary form. Unless otherwise indicated on the Beneficiary designation or change form, the interest of any Beneficiary who dies before you ceases altogether.]^D

Assignment:

Payees may not assign, pledge, anticipate, accelerate or transfer this Annuity, except as expressly provided in the Contract. Also, Payees may not use a Representative to do the same. To the full extent permitted by law, Annuity payments are not subject to the claims of creditors. Compliance with a domestic relations order meeting the requirements of the Contract will not be considered an impermissible transaction or claim.

Qualified Domestic Relations Orders:

Should your Annuity become subject to a Qualified Domestic Relations Order, we may be required to alter monthly payments under the Annuity. We may make payments according to such order, regardless of the Annuity Form selected. This includes any adjustments needed to retroactively implement the order. We may rely upon any Qualified Domestic Relations Order we believe to be valid.

Reliance Upon Affidavit or Other Evidence:

We may rely upon an affidavit or other evidence to verify relevant facts. Payments we make in reliance upon this information relieve us from any liability under the Contract and this Certificate.

Misstatements:

If certain information was misstated to us, your annuity payments may or may not be changed as described below. If a Payee's date of birth, date of death, or sex was misstated to us, then we will not have the right to reduce any annuity payment below the amount determined using the information contained in the Contract. Also, we will not have the obligation to increase any Annuity Payment above the amount determined using the information contained in the Contract.

If information other than the Payee's date of birth, date of death, or sex was misstated to us, then Prudential will adjust the annuity payment. First we will determine the portion of the premium paid to us to purchase your annuity. The annuity payment amount owed by us will be increased or decreased to equal the amount that could have been purchased using the premium paid for the annuity assuming the misstatement had not happened. Also, Prudential will not change the date of the first monthly payment.

If the corrected annuity payment is less than the annuity payment determined using the misstated information, then the annuity payment will be decreased to the amount calculated as described in the last paragraph above. We may reduce future annuity payments further by amounts previously overpaid by us to the Payee. If the corrected annuity payment is more than the annuity payment calculated using the misstated information, then the annuity payment will be increased to the amount determined as described in the last paragraph above. We will further pay the amount of the underpayments by us in one of the next two annuity payments due with respect to the Payee.

In addition to changing the amount of annuity payments, the adjustments made pursuant to this section may change other important terms of payment. For example, the form of annuity for a Payee may change. Whether there is any Contingent Life entitled to receive an annuity payment may change. All adjustments made pursuant to this section will be binding upon the Payee.

Notwithstanding the above, after the Annuity Commencement Date, determinations by us under the Contract in connection with each of the following will reflect any corrections of date of birth or date of death of any Covered Life or Contingent Life (and of any Beneficiary, if applicable), provided to and verified by us after the Annuity Commencement Date: (1) a conversion from one Annuity Form to another Annuity Form, (2) an increase in the

Covered Life Amount based on attainment of a certain age and (3) a decrease in the Covered Life Amount based on attainment of a certain age.

Supplemental Information:

As a condition to making any payment, we may require a Payee to provide certain information not previously supplied. This information may include copies of signed election forms and signed spousal consent forms (where required). If legally required, we may withhold all or a portion of any payment until receiving a Social Security or taxpayer identification number for the Payee and any other items required by law.

As a condition to making any payment, we may require satisfactory evidence that any Payee is alive. We may withhold future payments until we receive this evidence.

Payments under this Certificate will be made to a Payee unless a Representative has been duly appointed in accordance with the Contract with respect to a Payee. If a Representative has been appointed, we may fulfill our obligation to a Payee under this Certificate by making payments to the Payee's Representative.

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits over the amount owed under the Plan, such overpayments shall be deducted from the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits that were less than the amount owed under the Plan, such underpayments shall be added to the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

Certificate Errors and Replacement Certificate:

This Certificate replaces any certificate that you may have previously received with respect to Prudential's guarantee under the Contract. Please review this Certificate carefully and notify us promptly if you feel any information is incorrect. We are not bound by any incorrect information in this Certificate, nor are we bound by any other errors in this Certificate if clearly inconsistent with the terms of the Contract. We may instead continue to comply with the terms of the Contract as if the Certificate initially had been correctly issued. We may issue a corrected Certificate in the same manner the original Certificate was issued, but we will clearly indicate on the face of the new Certificate that it is a "CORRECTED AND REISSUED" Certificate (or other words to that effect).

If you exercise an option that changes your *Form of Annuity*, then a replacement certificate will be issued to you. The replacement certificate will describe the payments that you will receive under your changed *Form of Annuity*.

Entire Contract:

The Contract constitutes the entire agreement between the Contract-Holder and us solely with respect to the annuity payments owed to each payee under the Contract.

Rights of Payees:

The Payees have the right to receive the annuity payments set forth under this Certificate. Such right to annuity payments is enforceable by the Payees solely against Prudential and no other person including the Plan, Plan sponsor, Contract-Holder or any affiliate thereof.

Prudential Telephone Number:

The Prudential Insurance Company of America
[1-800-621-1089]^C

To contact us, please use the above-listed telephone number.

[Deductions from Annuity Payments:

You (or your Contingent Life) may request in writing in a manner specified by us that we deduct a specified amount each month from the amounts we pay to you (or your Contingent Life). The amounts will be applied for payment of your health care premiums and for payment of other benefits that were permitted to be deducted from Plan benefits governed by the Plan. Upon receipt by us of the request, the amount specified in the request shall, subject to our consent, be deducted each month. Deductions will end if we receive a request (in a manner specified by us) from you (or your Contingent Life) to do so. The amount deducted each month shall be transferred on your behalf (or your Contingent Life's behalf) as specified in the request. The amount transferred will be in full settlement of all of our obligations under the Contract with respect to the amount transferred. Deductions by us on your behalf (or on behalf of your Contingent Life) will begin or end, as the case may be, no earlier than the annuity payment that is due at least 30 days following our receipt of the request to begin or end deductions for you or your Contingent Life.)^D

Additional Details:

This Certificate contains a summary of certain important terms of the Contract. The Contract contains a more complete description of your rights and Prudential's obligations. The Contract will control in the event of a conflict between the terms of this Certificate and the terms of the Contract.

Upon a change in the requirements of applicable law or a regulation administered by a governmental agency, we may change the Contract and/or this Certificate. If a change is made, it may be done without the consent of the Payee. Any change will be made only as strictly necessary to satisfy the requirements of law or regulation.

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]^E

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
Newark, New Jersey**

ANNUITY CERTIFICATE

Table of Information

<i>Covered Life:</i>	[Covered Life Name] ^A
<i>Covered Life's Sex and Date of Birth:</i>	[Male/Female, Date] ^A
<i>Annuity Certificate Number:</i>	[Certificate Number] ^A
[<i>Contract-Holder:</i>] ^A	[State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust, a New York trust] ^A
[<i>Name of Plan:</i>] ^A	[General Motors Retirement Program for Salaried Employees] ^A
<i>Group Annuity Contract Number:</i>	[Article P of GA-300] ^A
<i>Form of Annuity:</i>	Window Spousal Contingent Joint and Survivor Life
<i>Annuity Riders:</i>	[Refund Death Benefit Rider None] ^A
<i>Annuity Commencement Date:</i>	[Date] ^A
[<i>Original Retirement Date:</i>] ^A	[Date] ^A
<i>Covered Life Amount:</i>	[\$XXX.XX subject to stated limitations] ^A
[<i>Contingent Life:</i>] ^A	[Contingent Life Name] ^A
[<i>Contingent Life's Sex and Date of Birth:</i>] ^A	[Male/Female, Date] ^A
[<i>Contingent Life Amount:</i>] ^A	[\$XXX.XX] ^A
[<i>Maximum Refund Death Benefit:</i>] ^A	[\$XXX.XX] ^A
[<i>Beneficiary(ies):</i>] ^A	[Names(s)/As shown on Prudential's records] ^A [Share(s)] ^A
[<i>Pre-1985 Covered Life Part B Primary Amount:</i>] ^A	[\$XXX.XX] ^A
[<i>Post-1985 Covered Life Part B Primary Amount</i>] ^A	[\$XXX.XX] ^A
[<i>Pre-1985 Contingent Life Part B Primary Amount</i>] ^A	[\$XXX.XX] ^A

<i>[Post-1985 Contingent Life Part B Primary Amount]</i> ^A	[\$XXX.XX] ^A

[The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.]^B

Prudential's Guarantee:

This Certificate describes the monthly payments irrevocably guaranteed to you by The Prudential Insurance Company of America ("**Prudential**") under the Group Annuity Contract referred to above (the "**Contract**"). Prudential will make the payments owed by it under the Contract when those payments are due. We do not owe any payments to anyone under this Annuity Form if you have died before the *Annuity Commencement Date*.

Definitions & References:

Capitalized terms in this Certificate, which are in italics, are defined on the front of this Certificate. Those in bold are defined in other parts of this Certificate. "**You**" and "**your**" means the "*Covered Life*." "**We**," "**us**" and "**our**" means Prudential. "**Payee**" means the Covered Life and anyone else with an existing or future right to receive payments under this Annuity, but no Payee (other than the Covered Life) may make any changes or exercise any rights until the Payee has begun receiving payments. "**Representative**" means, with respect to a Payee, an individual or entity that has been duly appointed in accordance with the Contract to represent the Payee, such as a guardian.

Payment Terms:

"Window Spousal Contingent Joint and Survivor Life Annuity," is the Annuity Form having the payment terms specified in this Payment Terms section. Payments may also be made in accordance with any of the following Riders if specified in the Table of Information on the front of this Certificate. Those riders are also described below in this Payment Terms section.

Refund Death Benefit Rider

General Payment Terms

During your lifetime, we will make monthly payments to you equal to your Covered Life Amount. We owe the first monthly payment on the *Annuity Commencement Date*. We will pay subsequent monthly payments on the first day of each month. Our last monthly payment to you will be on the first day of the month in which you die.

After you die, we may owe additional monthly payments. We will owe additional monthly payments if your *Contingent Life* (as specified in the Table of Information) is your spouse and is alive when you die. We will pay the first payment on the first day of the month following your death. We will pay subsequent monthly payments on the first day of each month. We will pay the last payment on the first day of the month in which such *Contingent Life* dies. The amount of the payments will equal the *Contingent Life Amount*.

If you have a Refund Death Benefit Rider, we may owe a Refund Death Benefit to the designated *Beneficiary* for your Annuity Form. After both you and your *Contingent Life* die, we will determine if we owe such payment. The following explains how we will determine if a payment is owed by us under this rider.

The amount of the Refund Death Benefit, if any, will equal the Maximum Refund Death Benefit (as specified in the Table of Information) less the Pre 1985 Part B Primary Amounts and the Post 1985 Part B Primary Amounts (as specified in the Table of Information) paid by us after the *Annuity Commencement Date* to you, to your Contingent Life (or to any related alternate payee, arising, for example, from a domestic relations order).

"*Covered Life Amount*" means an amount that is specified in the Table of Information.

"*Contingent Life Amount*" means an amount that is specified in the Table of Information.

Method of Payment:

We will make all payments in U.S. dollars. Payees may elect to receive payments either by check or by direct deposit to a bank or other financial institution chosen by the Payee. Checks are mailed to the last known address for the Payee as shown on our records. Direct deposit may be selected only by using a form supplied for such purpose.

By written notice, a Payee may request a change of the mailing address we use for payments by check. By using a form we supply, a Payee may change the bank or other financial institution receiving direct payments. Payees must deliver these items to Prudential as described below under "**Correspondence.**"

We may change these procedures by sending a letter to the Payee. We will use the address last shown on our records.

Correspondence:

Mail any notices and forms to the current notice address. The current notice address is:

The Prudential Insurance Company of America
[P.O. Box 5370
Scranton, PA 18505-5370]^C

Prudential may change the notice address by sending a letter to the Payee. We will use the address last shown on our records.

All notices must be in writing. Payee must sign all notices and forms. Please refer to the Annuity Certificate Number and the Group Annuity Contract Number (shown on the first page of this Certificate) on all notices and forms sent to us.

[Beneficiaries:

You may change Beneficiaries as described below. After you die, the Contingent Life may change Beneficiaries as described below. You may tell us on the Beneficiary Form to disregard Beneficiary changes made by the Contingent life after your death. If you do not, we will honor those changes.

Selections and changes of Beneficiaries must use a form ("**Beneficiary Form**") we supply. Beneficiary Forms must be delivered to Prudential as described above under "**Correspondence.**" Selections and changes must comply with all applicable laws, including those relating to spousal waivers. Unless required by law or the Plan, we will not require any existing Beneficiary to consent to a change of Beneficiaries.

Beneficiary selection and changes shall take effect on the date you (or your Contingent Life) sign the change in Beneficiary form. However, no change shall be effective with respect to any action taken by us before we receive the change in Beneficiary form. Unless otherwise indicated on the Beneficiary designation or change form, the interest of any Beneficiary who dies before you (or where applicable, your Contingent Life) ceases altogether.]^D

Assignment:

Payees may not assign, pledge, anticipate, accelerate or transfer this Annuity, except as expressly provided in the Contract. Also, Payees may not use a Representative to do the same. To the full extent permitted by law, Annuity payments are not subject to the claims of creditors. Compliance with a domestic relations order meeting the requirements of the Contract will not be considered an impermissible transaction or claim.

Qualified Domestic Relations Orders:

Should your Annuity become subject to a Qualified Domestic Relations Order, we may be required to alter monthly payments under the Annuity. We may make payments according to such order, regardless of the Annuity Form

selected. This includes any adjustments needed to retroactively implement the order. We may rely upon any Qualified Domestic Relations Order we believe to be valid.

Reliance Upon Affidavit or Other Evidence:

We may rely upon an affidavit or other evidence to verify relevant facts. Payments we make in reliance upon this information relieve us from any liability under the Contract and this Certificate.

Misstatements:

If certain information was misstated to us, your annuity payments may or may not be changed as described below. If a Payee's date of birth, date of death, or sex was misstated to us, then we will not have the right to reduce any annuity payment below the amount determined using the information contained in the Contract. Also, we will not have the obligation to increase any Annuity Payment above the amount determined using the information contained in the Contract.

If information other than the Payee's date of birth, date of death, or sex was misstated to us, then Prudential will adjust the annuity payment. First we will determine the portion of the premium paid to us to purchase your annuity. The annuity payment amount owed by us will be increased or decreased to equal the amount that could have been purchased using the premium paid for the annuity assuming the misstatement had not happened. Also, Prudential will not change the date of the first monthly payment.

If the corrected annuity payment is less than the annuity payment determined using the misstated information, then the annuity payment will be decreased to the amount calculated as described in the last paragraph above. We may reduce future annuity payments further by amounts previously overpaid by us to the Payee. If the corrected annuity payment is more than the annuity payment calculated using the misstated information, then the annuity payment will be increased to the amount determined as described in the last paragraph above. We will further pay the amount of the underpayments by us in one of the next two annuity payments due with respect to the Payee.

In addition to changing the amount of annuity payments, the adjustments made pursuant to this section may change other important terms of payment. For example, the form of annuity for a Payee may change. The percentage of your annuity payment that is payable to the Contingent Life may change. Whether there is any Contingent Life entitled to receive an annuity payment may change. All adjustments made pursuant to this section will be binding upon the Payee.

Supplemental Information:

As a condition to making any payment, we may require a Payee to provide certain information not previously supplied. This information may include copies of signed election forms and signed spousal consent forms (where required). If legally required, we may withhold all or a portion of any payment until receiving a Social Security or taxpayer identification number for the Payee and any other items required by law.

As a condition to making any payment, we may require satisfactory evidence that any Payee is alive. We may withhold future payments until we receive this evidence.

Payments under this Certificate will be made to a Payee unless a Representative has been duly appointed in accordance with the Contract with respect to a Payee. If a Representative has been appointed, we may fulfill our obligation to a Payee under this Certificate by making payments to the Payee's Representative.

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits over the amount owed under the Plan, such overpayments shall be deducted from the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^P

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits that were less than the amount owed under the Plan, such underpayments shall be added to the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior

sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

Certificate Errors and Replacement Certificate:

This Certificate replaces any certificate that you may have previously received with respect to Prudential's guarantee under the Contract. Please review this Certificate carefully and notify us promptly if you feel any information is incorrect. We are not bound by any incorrect information in this Certificate, nor are we bound by any other errors in this Certificate if clearly inconsistent with the terms of the Contract. We may instead continue to comply with the terms of the Contract as if the Certificate initially had been correctly issued. We may issue a corrected Certificate in the same manner the original Certificate was issued, but we will clearly indicate on the face of the new Certificate that it is a "CORRECTED AND REISSUED" Certificate (or other words to that effect).

If you exercise an option that changes your *Form of Annuity*, then a replacement certificate will be issued to you. The replacement certificate will describe the payments that you will receive under your changed *Form of Annuity*.

Entire Contract:

The Contract constitutes the entire agreement between the Contract-Holder and us solely with respect to the annuity payments owed to each payee under the Contract.

Rights of Payees:

The Payees have the right to receive the annuity payments set forth under this Certificate. Such right to annuity payments is enforceable by the Payees solely against Prudential and no other person including the Plan, Plan sponsor, Contract-Holder or any affiliate thereof.

Prudential Telephone Number:

The Prudential Insurance Company of America
[1-800-621-1089]^C

To contact us, please use the above-listed telephone number.

[Deductions from Annuity Payments:

You (or your Contingent Life) may request in writing in a manner specified by us that we deduct a specified amount each month from the amounts we pay to you (or your Contingent Life). The amounts will be applied for payment of your health care premiums and for payment of other benefits that were permitted to be deducted from Plan benefits governed by the Plan. Upon receipt by us of the request, the amount specified in the request shall, subject to our consent, be deducted each month. Deductions will end if we receive a request (in a manner specified by us) from you (or your Contingent Life) to do so. The amount deducted each month shall be transferred on your behalf (or your Contingent Life's behalf) as specified in the request. The amount transferred will be in full settlement of all of our obligations under the Contract with respect to the amount transferred. Deductions by us on your behalf (or on behalf of your Contingent Life) will begin or end, as the case may be, no earlier than the annuity payment that is due at least 30 days following our receipt of the request to begin or end deductions for you or your Contingent Life.)^D

Additional Details:

This Certificate contains a summary of certain important terms of the Contract. The Contract contains a more complete description of your rights and Prudential's obligations. The Contract will control in the event of a conflict between the terms of this Certificate and the terms of the Contract.

Upon a change in the requirements of applicable law or a regulation administered by a governmental agency, we may change the Contract and/or this Certificate. If a change is made, it may be done without the consent of the Payee. Any change will be made only as strictly necessary to satisfy the requirements of law or regulation.

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]

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
Newark, New Jersey**

ANNUITY CERTIFICATE

Table of Information

<i>Covered Life:</i>	[Covered Life Name] ^A
<i>Covered Life's Sex and Date of Birth:</i>	[Male/Female, Date] ^A
<i>Annuity Certificate Number:</i>	[Certificate Number] ^A
[<i>Contract-Holder:</i>] ^A	[State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust, a New York trust] ^A
[<i>Name of Plan:</i>] ^A	[General Motors Retirement Program for Salaried Employees] ^A
<i>Group Annuity Contract Number:</i>	[Article P of GA-300] ^A
<i>Form of Annuity:</i>	Window Single Life Annuity
<i>Annuity Riders:</i>	[Refund Death Benefit Rider None] ^A
<i>Annuity Commencement Date:</i>	[Date] ^A
[<i>Original Retirement Date:</i>] ^A	[Date] ^A
<i>Covered Life Amount:</i>	[\$XXX.XX subject to stated limitations] ^A
[<i>Maximum Refund Death Benefit:</i>] ^A	[\$XXX.XX] ^A
[<i>Beneficiary(ies):</i>] ^A	[Names(s)/As shown on Prudential's records] ^A [Share(s)] ^A
[<i>Pre-1985 Part B Primary Amount:</i>] ^A	[\$XXX.XX] ^A
[<i>Post-1985 Part B Primary Amount:</i>] ^A	[\$XXX.XX] ^A

[The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.]^B

Prudential's Guarantee:

This Certificate describes the monthly payments irrevocably guaranteed to you by The Prudential Insurance Company of America ("**Prudential**") under the Group Annuity Contract referred to above (the "**Contract**"). Prudential will make the payments owed by it under the Contract when those payments are due. We do not owe any payments to anyone under this Annuity Form if you have died before the *Annuity Commencement Date*.

Definitions & References:

Capitalized terms in this Certificate, which are in italics, are defined on the front of this Certificate. Those in bold are defined in other parts of this Certificate. "**You**" and "**your**" means the "*Covered Life*." "**We**," "**us**" and "**our**" means Prudential. "**Payee**" means the Covered Life and anyone else with an existing or future right to receive payments under this Annuity, but no Payee (other than the Covered Life) may make any changes or exercise any rights until the Payee has begun receiving payments. "**Representative**" means, with respect to a Payee, an individual or entity that has been duly appointed in accordance with the Contract to represent the Payee, such as a guardian.

Payment Terms:

"Window Single Life Annuity," is the Annuity Form having the payment terms specified in this Payment Terms section. Payments may also be made in accordance with any of the following Riders if specified in the Table of Information on the front of this Certificate. Those riders are also described below in this Payment Terms section.

Refund Death Benefit Rider

General Payment Terms

During your lifetime, we will make monthly payments to you equal to your Covered Life Amount. We owe the first monthly payment on the *Annuity Commencement Date*. We will pay subsequent monthly payments on the first day of each month. Our last monthly payment to you will be on the first day of the month in which you die.

If you have a Refund Death Benefit Rider, we may owe a Refund Death Benefit to the designated *Beneficiary* for your Annuity Form. After you die, we will determine if we owe such payment. The following explains how we will determine if a payment is owed by us under this rider.

The amount of the Refund Death Benefit, if any, will equal the Maximum Refund Death Benefit (as specified in the Table of Information) less the Pre 1985 Part B Primary Amounts and the Post 1985 Part B Primary Amounts (as specified in the Table of Information) paid by us after the *Annuity Commencement Date* to you (or to any related alternate payee, arising, for example, from a domestic relations order).

"*Covered Life Amount*" means an amount that is specified in the Table of Information.

Method of Payment:

We will make all payments in U.S. dollars. Payees may elect to receive payments either by check or by direct deposit to a bank or other financial institution chosen by the Payee. Checks are mailed to the last known address for the Payee as shown on our records. Direct deposit may be selected only by using a form supplied for such purpose.

By written notice, a Payee may request a change of the mailing address we use for payments by check. By using a form we supply, a Payee may change the bank or other financial institution receiving direct payments. Payees must deliver these items to Prudential as described below under "**Correspondence**."

We may change these procedures by sending a letter to the Payee. We will use the address last shown on our records.

Correspondence:

Mail any notices and forms to the current notice address. The current notice address is:

The Prudential Insurance Company of America
[P.O. Box 5370
Scranton, PA 18505-5370]^C

Prudential may change the notice address by sending a letter to the Payee. We will use the address last shown on our records.

All notices must be in writing. Payee must sign all notices and forms. Please refer to the Annuity Certificate Number and the Group Annuity Contract Number (shown on the first page of this Certificate) on all notices and forms sent to us.

[Beneficiaries:

You may change Beneficiaries as described below.

Selections and changes of Beneficiaries must use a form ("**Beneficiary Form**") we supply. Beneficiary Forms must be delivered to Prudential as described above under "**Correspondence.**" Selections and changes must comply with all applicable laws, including those relating to spousal waivers. Unless required by law or the Plan, we will not require any existing Beneficiary to consent to a change of Beneficiaries.

Beneficiary selection and changes shall take effect on the date you sign the change in Beneficiary form. However, no change shall be effective with respect to any action taken by us before we receive the change in Beneficiary form. Unless otherwise indicated on the Beneficiary designation or change form, the interest of any Beneficiary who dies before you ceases altogether.]^D

Assignment:

Payees may not assign, pledge, anticipate, accelerate or transfer this Annuity, except as expressly provided in the Contract. Also, Payees may not use a Representative to do the same. To the full extent permitted by law, Annuity payments are not subject to the claims of creditors. Compliance with a domestic relations order meeting the requirements of the Contract will not be considered an impermissible transaction or claim.

Qualified Domestic Relations Orders:

Should your Annuity become subject to a Qualified Domestic Relations Order, we may be required to alter monthly payments under the Annuity. We may make payments according to such order, regardless of the Annuity Form selected. This includes any adjustments needed to retroactively implement the order. We may rely upon any Qualified Domestic Relations Order we believe to be valid.

Reliance Upon Affidavit or Other Evidence:

We may rely upon an affidavit or other evidence to verify relevant facts. Payments we make in reliance upon this information relieve us from any liability under the Contract and this Certificate.

Misstatements:

If certain information was misstated to us, your annuity payments may or may not be changed as described below. If a Payee's date of birth, date of death, or sex was misstated to us, then we will not have the right to reduce any annuity payment below the amount determined using the information contained in the Contract. Also, we will not

have the obligation to increase any Annuity Payment above the amount determined using the information contained in the Contract.

If information other than the Payee's date of birth, date of death, or sex was misstated to us, then Prudential will adjust the annuity payment. First we will determine the portion of the premium paid to us to purchase your annuity. The annuity payment amount owed by us will be increased or decreased to equal the amount that could have been purchased using the premium paid for the annuity assuming the misstatement had not happened. Also, Prudential will not change the date of the first monthly payment.

If the corrected annuity payment is less than the annuity payment determined using the misstated information, then the annuity payment will be decreased to the amount calculated as described in the last paragraph above. We may reduce future annuity payments further by amounts previously overpaid by us to the Payee. If the corrected annuity payment is more than the annuity payment calculated using the misstated information, then the annuity payment will be increased to the amount determined as described in the last paragraph above. We will further pay the amount of the underpayments by us in one of the next two annuity payments due with respect to the Payee.

In addition to changing the amount of annuity payments, the adjustments made pursuant to this section may change other important terms of payment. For example, the form of annuity for a Payee may change. All adjustments made pursuant to this section will be binding upon the Payee.

Supplemental Information:

As a condition to making any payment, we may require a Payee to provide certain information not previously supplied. This information may include copies of signed election forms and signed spousal consent forms (where required). If legally required, we may withhold all or a portion of any payment until receiving a Social Security or taxpayer identification number for the Payee and any other items required by law.

As a condition to making any payment, we may require satisfactory evidence that any Payee is alive. We may withhold future payments until we receive this evidence.

Payments under this Certificate will be made to a Payee unless a Representative has been duly appointed in accordance with the Contract with respect to a Payee. If a Representative has been appointed, we may fulfill our obligation to a Payee under this Certificate by making payments to the Payee's Representative.

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits over the amount owed under the Plan, such overpayments shall be deducted from the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits that were less than the amount owed under the Plan, such underpayments shall be added to the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

Certificate Errors and Replacement Certificate:

This Certificate replaces any certificate that you may have previously received with respect to Prudential's guarantee under the Contract. Please review this Certificate carefully and notify us promptly if you feel any information is incorrect. We are not bound by any incorrect information in this Certificate, nor are we bound by any other errors in this Certificate if clearly inconsistent with the terms of the Contract. We may instead continue to comply with the terms of the Contract as if the Certificate initially had been correctly issued. We may issue a corrected Certificate in the same manner the original Certificate was issued, but we will clearly indicate on the face of the new Certificate that it is a "CORRECTED AND REISSUED" Certificate (or other words to that effect).

If you exercise an option that changes your *Form of Annuity*, then a replacement certificate will be issued to you. The replacement certificate will describe the payments that you will receive under your changed *Form of Annuity*.

Entire Contract:

The Contract constitutes the entire agreement between the Contract-Holder and us solely with respect to the annuity payments owed to each payee under the Contract.

Rights of Payees:

The Payees have the right to receive the annuity payments set forth under this Certificate. Such right to annuity payments is enforceable by the Payees solely against Prudential and no other person including the Plan, Plan sponsor, Contract-Holder or any affiliate thereof.

Prudential Telephone Number:

The Prudential Insurance Company of America
[1-800-621-1089]^C

To contact us, please use the above-listed telephone number.

[Deductions from Annuity Payments:

You (or your Contingent Life) may request in writing in a manner specified by us that we deduct a specified amount each month from the amounts we pay to you (or your Contingent Life). The amounts will be applied for payment of your health care premiums and for payment of other benefits that were permitted to be deducted from Plan benefits governed by the Plan. Upon receipt by us of the request, the amount specified in the request shall, subject to our consent, be deducted each month. Deductions will end if we receive a request (in a manner specified by us) from you (or your Contingent Life) to do so. The amount deducted each month shall be transferred on your behalf (or your Contingent Life's behalf) as specified in the request. The amount transferred will be in full settlement of all of our obligations under the Contract with respect to the amount transferred. Deductions by us on your behalf (or on behalf of your Contingent Life) will begin or end, as the case may be, no earlier than the annuity payment that is due at least 30 days following our receipt of the request to begin or end deductions for you or your Contingent Life.)^D

Additional Details:

This Certificate contains a summary of certain important terms of the Contract. The Contract contains a more complete description of your rights and Prudential's obligations. The Contract will control in the event of a conflict between the terms of this Certificate and the terms of the Contract.

Upon a change in the requirements of applicable law or a regulation administered by a governmental agency, we may change the Contract and/or this Certificate. If a change is made, it may be done without the consent of the Payee. Any change will be made only as strictly necessary to satisfy the requirements of law or regulation.

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]^E

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
Newark, New Jersey**

ANNUITY CERTIFICATE

Table of Information

<i>Covered Life:</i>	[Covered Life Name] ^A
<i>Covered Life's Sex and Date of Birth:</i>	[Male/Female, Date] ^A
<i>Annuity Certificate Number:</i>	[Certificate Number] ^A
[<i>Contract-Holder:</i>] ^A	[State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust, a New York trust] ^A
[<i>Name of Plan:</i>] ^A	[General Motors Retirement Program for Salaried Employees] ^A
<i>Group Annuity Contract Number:</i>	[Article P of GA-300] ^A
<i>Form of Annuity:</i>	Single Life and Period Certain Annuity
<i>Annuity Commencement Date:</i>	[Date] ^A
[<i>Original Retirement Date:</i>] ^A	[Date] ^A
<i>Covered Life Amount:</i>	[\$XXX.XX subject to stated limitations] ^A
<i>Guaranteed Number of Payments</i>	[#] ^A
<i>Beneficiary(ies):</i>	[Name(s)/As shown on Prudential's records] ^A [Shares(s)] ^A

[The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.]^B

Prudential's Guarantee:

This Certificate describes the monthly payments irrevocably guaranteed to you by The Prudential Insurance Company of America ("**Prudential**") under the Group Annuity Contract referred to above (the "**Contract**"). Prudential will make the payments owed by it under the Contract when those payments are due.

Definitions & References:

Capitalized terms in this Certificate, which are in italics, are defined on the front of this Certificate. Those in bold are defined in other parts of this Certificate. "**You**" and "**your**" means the "*Covered Life*." "**We**," "**us**" and "**our**" means Prudential. "**Payee**" means the Covered Life and anyone else with an existing or future right to receive payments under this Annuity, but no Payee (other than the Covered Life) may make any changes or exercise any rights until the Payee has begun receiving payments. "**Representative**" means, with respect to a Payee, an individual or entity that has been duly appointed in accordance with the Contract to represent the Payee, such as a guardian.

Payment Terms:

"Single Life and Period Certain Annuity," is the Annuity Form having the payment terms specified in this Payment Terms section.

General Payment Terms

During your lifetime, we will make monthly payments to you equal to your *Covered Life Amount*. We owe the first monthly payment on the *Annuity Commencement Date*. We will pay subsequent monthly payments on the first day of each month. Our last monthly payment to you will be on the first day of the month in which you die.

We will then compare the number of monthly payments we make to you after the *Annuity Commencement Date* to the *Guaranteed Number of Payments* specified for you in the Table of Information. If the number of monthly payments is less than such guaranteed number, we will pay make additional payments to the designated *Beneficiary* for your Annuity Form. These payments will stop when the total number of payments to you, plus the number of payments to the *Beneficiary*, equals the *Guaranteed Number of Payments*.

"*Covered Life Amount*" means an amount that is specified in the Table of Information.

Method of Payment:

We will make all payments in U.S. dollars. Payees may elect to receive payments either by check or by direct deposit to a bank or other financial institution chosen by the Payee. Checks are mailed to the last known address for the Payee as shown on our records. Direct deposit may be selected only by using a form supplied for such purpose.

By written notice, a Payee may request a change of the mailing address we use for payments by check. By using a form we supply, a Payee may change the bank or other financial institution receiving direct payments. Payees must deliver these items to Prudential as described below under "**Correspondence**."

We may change these procedures by sending a letter to the Payee. We will use the address last shown on our records.

Correspondence:

Mail any notices and forms to the current notice address. The current notice address is:

The Prudential Insurance Company of America
[P.O. Box 5370

Scranton, PA 18505-5370] ^C

Prudential may change the notice address by sending a letter to the Payee. We will use the address last shown on our records.

All notices must be in writing. Payee must sign all notices and forms. Please refer to the Annuity Certificate Number and the Group Annuity Contract Number (shown on the first page of this Certificate) on all notices and forms sent to us.

[Beneficiaries:

You may change Beneficiaries as described below.

Selections and changes of Beneficiaries must use a form ("**Beneficiary Form**") we supply. Beneficiary Forms must be delivered to Prudential as described above under "**Correspondence**." Selections and changes must comply with all applicable laws, including those relating to spousal waivers. Unless required by law or the Plan, we will not require any existing Beneficiary to consent to a change of Beneficiaries.

Beneficiary selection and changes shall take effect on the date you sign the change in Beneficiary form. However, no change shall be effective with respect to any action taken by us before we receive the change in Beneficiary form. Unless otherwise indicated on the Beneficiary designation or change form, the interest of any Beneficiary who dies before you ceases altogether.] ^D

Assignment:

Payees may not assign, pledge, anticipate, accelerate or transfer this Annuity, except as expressly provided in the Contract. Also, Payees may not use a Representative to do the same. To the full extent permitted by law, Annuity payments are not subject to the claims of creditors. Compliance with a domestic relations order meeting the requirements of the Contract will not be considered an impermissible transaction or claim.

Qualified Domestic Relations Orders:

Should your Annuity become subject to a Qualified Domestic Relations Order, we may be required to alter monthly payments under the Annuity. We may make payments according to such order, regardless of the Annuity Form selected. This includes any adjustments needed to retroactively implement the order. We may rely upon any Qualified Domestic Relations Order we believe to be valid.

Reliance Upon Affidavit or Other Evidence:

We may rely upon an affidavit or other evidence to verify relevant facts. Payments we make in reliance upon this information relieve us from any liability under the Contract and this Certificate.

Misstatements:

If certain information was misstated to us, your annuity payments may or may not be changed as described below. If a Payee's date of birth, date of death, or sex was misstated to us, then we will not have the right to reduce any annuity payment below the amount determined using the information contained in the Contract. Also, we will not have the obligation to increase any Annuity Payment above the amount determined using the information contained in the Contract.

If information other than the Payee's date of birth, date of death, or sex was misstated to us, then Prudential will adjust the annuity payment. First we will determine the portion of the premium paid to us to purchase your annuity. The annuity payment amount owed by us will be increased or decreased to equal the amount that could have been purchased using the premium paid for the annuity assuming the misstatement had not happened. Also, Prudential will not change the date of the first monthly payment.

If the corrected annuity payment is less than the annuity payment determined using the misstated information, then the annuity payment will be decreased to the amount calculated as described in the last paragraph above. We may reduce future annuity payments further by amounts previously overpaid by us to the Payee. If the corrected annuity payment is more than the annuity payment calculated using the misstated information, then the annuity payment will be increased to the amount determined as described in the last paragraph above. We will further pay the amount of the underpayments by us in one of the next two annuity payments due with respect to the Payee.

In addition to changing the amount of annuity payments, the adjustments made pursuant to this section may change other important terms of payment. All adjustments made pursuant to this section will be binding upon the Payee.

Supplemental Information:

As a condition to making any payment, we may require a Payee to provide certain information not previously supplied. This information may include copies of signed election forms and signed spousal consent forms (where required). If legally required, we may withhold all or a portion of any payment until receiving a Social Security or taxpayer identification number for the Payee and any other items required by law.

As a condition to making any payment, we may require satisfactory evidence that any Payee is alive. We may withhold future payments until we receive this evidence.

Payments under this Certificate will be made to a Payee unless a Representative has been duly appointed in accordance with the Contract with respect to a Payee. If a Representative has been appointed, we may fulfill our obligation to a Payee under this Certificate by making payments to the Payee's Representative.

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits over the amount owed under the Plan, such overpayments shall be deducted from the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits that were less than the amount owed under the Plan, such underpayments shall be added to the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

Certificate Errors and Replacement Certificate:

This Certificate replaces any certificate that you may have previously received with respect to Prudential's guarantee under the Contract. Please review this Certificate carefully and notify us promptly if you feel any information is incorrect. We are not bound by any incorrect information in this Certificate, nor are we bound by any other errors in this Certificate if clearly inconsistent with the terms of the Contract. We may instead continue to comply with the terms of the Contract as if the Certificate initially had been correctly issued. We may issue a corrected Certificate in the same manner the original Certificate was issued, but we will clearly indicate on the face of the new Certificate that it is a "CORRECTED AND REISSUED" Certificate (or other words to that effect).

If you exercise an option that changes your *Form of Annuity*, then a replacement certificate will be issued to you. The replacement certificate will describe the payments that you will receive under your changed *Form of Annuity*.

Entire Contract:

The Contract constitutes the entire agreement between the Contract-Holder and us solely with respect to the annuity payments owed to each payee under the Contract.

Rights of Payees:

The Payees have the right to receive the annuity payments set forth under this Certificate. Such right to annuity payments is enforceable by the Payees solely against Prudential and no other person including the Plan, Plan sponsor, Contract-Holder or any affiliate thereof.

Prudential Telephone Number:

The Prudential Insurance Company of America
[1-800-621-1089]^C

[Deductions from Annuity Payments:

You (or your Contingent Life) may request in writing in a manner specified by us that we deduct a specified amount each month from the amounts we pay to you (or your Contingent Life). The amounts will be applied for payment of your health care premiums and for payment of other benefits that were permitted to be deducted from Plan benefits governed by the Plan. Upon receipt by us of the request, the amount specified in the request shall, subject to our consent, be deducted each month. Deductions will end if we receive a request (in a manner specified by us) from you (or your Contingent Life) to do so. The amount deducted each month shall be transferred on your behalf (or your Contingent Life’s behalf) as specified in the request. The amount transferred will be in full settlement of all of our obligations under the Contract with respect to the amount transferred. Deductions by us on your behalf (or on behalf of your Contingent Life) will begin or end, as the case may be, no earlier than the annuity payment that is due at least 30 days following our receipt of the request to begin or end deductions for you or your Contingent Life).]^D

Additional Details:

This Certificate contains a summary of certain important terms of the Contract. The Contract contains a more complete description of your rights and Prudential's obligations. The Contract will control in the event of a conflict between the terms of this Certificate and the terms of the Contract.

Upon a change in the requirements of applicable law or a regulation administered by a governmental agency, we may change the Contract and/or this Certificate. If a change is made, it may be done without the consent of the Payee. Any change will be made only as strictly necessary to satisfy the requirements of law or regulation.

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**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
Newark, New Jersey**

ANNUITY CERTIFICATE

Table of Information

<i>Covered Life:</i>	[Covered Life Name] ^A
<i>Covered Life's Sex and Date of Birth:</i>	[Male/Female, Date] ^A
<i>Annuity Certificate Number:</i>	[Certificate Number] ^A
[<i>Contract-Holder:</i>] ^A	[State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust, a New York trust] ^A
[<i>Name of Plan:</i>] ^A	[General Motors Retirement Program for Salaried Employees] ^A
<i>Group Annuity Contract Number:</i>	[Article P of GA-300] ^A
<i>Form of Annuity:</i>	Period Certain Annuity
<i>Annuity Commencement Date:</i>	[Date] ^A
[<i>Original Retirement Date:</i>] ^A	[Date] ^A
<i>Covered Life Amount:</i>	[\$XXX.XX subject to stated limitations] ^A
<i>Guaranteed Number of Payments</i>	[#] ^A
<i>Beneficiary(ies):</i>	[Name(s)/As shown on Prudential's records] ^A [Shares(s)] ^A

[The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.]^B

Prudential's Guarantee:

This Certificate describes the monthly payments irrevocably guaranteed to you by The Prudential Insurance Company of America ("**Prudential**") under the Group Annuity Contract referred to above (the "**Contract**"). Prudential will make the payments owed by it under the Contract when those payments are due.

Definitions & References:

Capitalized terms in this Certificate, which are in italics, are defined on the front of this Certificate. Those in bold are defined in other parts of this Certificate. "**You**" and "**your**" means the "*Covered Life*." "**We**," "**us**" and "**our**" means Prudential. "**Payee**" means the Covered Life and anyone else with an existing or future right to receive payments under this Annuity, but no Payee (other than the Covered Life) may make any changes or exercise any rights until the Payee has begun receiving payments. "**Representative**" means, with respect to a Payee, an individual or entity that has been duly appointed in accordance with the Contract to represent the Payee, such as a guardian.

Payment Terms:

"Period Certain Annuity," is the Annuity Form having the payment terms specified in this Payment Terms section.

General Payment Terms

We will make monthly payments to you equal to your *Covered Life Amount*. We owe the first monthly payment on the *Annuity Commencement Date*. We will pay subsequent monthly payments on the first day of each month. The total number of monthly payments will equal the *Guaranteed Number of Payments* specified for you in the Table of Information. Once such *Guaranteed Number of Payments* has been paid, no further payments are due.

If you die after the *Annuity Commencement Date*, we will determine the number of monthly payments we made to you after the *Annuity Commencement Date*. If the number payment made is less than such *Guaranteed Number of Payments*, then we will pay the *Covered Life Amount* to the designated Beneficiary for your Annuity Form. These payments to such Beneficiary will stop when the total number of payments to you, plus the number of payments to the Beneficiary, equals the *Guaranteed Number of Payments*.

"*Covered Life Amount*" means an amount that is specified in the Table of Information.

Method of Payment:

We will make all payments in U.S. dollars. Payees may elect to receive payments either by check or by direct deposit to a bank or other financial institution chosen by the Payee. Checks are mailed to the last known address for the Payee as shown on our records. Direct deposit may be selected only by using a form supplied for such purpose.

By written notice, a Payee may request a change of the mailing address we use for payments by check. By using a form we supply, a Payee may change the bank or other financial institution receiving direct payments. Payees must deliver these items to Prudential as described below under "**Correspondence**."

We may change these procedures by sending a letter to the Payee. We will use the address last shown on our records.

Correspondence:

Mail any notices and forms to the current notice address. The current notice address is:

The Prudential Insurance Company of America

[P.O. Box 5370
Scranton, PA 18505-5370]^C

Prudential may change the notice address by sending a letter to the Payee. We will use the address last shown on our records.

All notices must be in writing. Payee must sign all notices and forms. Please refer to the Annuity Certificate Number and the Group Annuity Contract Number (shown on the first page of this Certificate) on all notices and forms sent to us.

[Beneficiaries:

You may change Beneficiaries as described below.

Selections and changes of Beneficiaries must use a form ("**Beneficiary Form**") we supply. Beneficiary Forms must be delivered to Prudential as described above under "**Correspondence**." Selections and changes must comply with all applicable laws, including those relating to spousal waivers. Unless required by law or the Plan, we will not require any existing Beneficiary to consent to a change of Beneficiaries.

Beneficiary selection and changes shall take effect on the date you sign the change in Beneficiary form. However, no change shall be effective with respect to any action taken by us before we receive the change in Beneficiary form. Unless otherwise indicated on the Beneficiary designation or change form, the interest of any Beneficiary who dies before you ceases altogether.]^D

Assignment:

Payees may not assign, pledge, anticipate, accelerate or transfer this Annuity, except as expressly provided in the Contract. Also, Payees may not use a Representative to do the same. To the full extent permitted by law, Annuity payments are not subject to the claims of creditors. Compliance with a domestic relations order meeting the requirements of the Contract will not be considered an impermissible transaction or claim.

Qualified Domestic Relations Orders:

Should your Annuity become subject to a Qualified Domestic Relations Order, we may be required to alter monthly payments under the Annuity. We may make payments according to such order, regardless of the Annuity Form selected. This includes any adjustments needed to retroactively implement the order. We may rely upon any Qualified Domestic Relations Order we believe to be valid.

Reliance Upon Affidavit or Other Evidence:

We may rely upon an affidavit or other evidence to verify relevant facts. Payments we make in reliance upon this information relieve us from any liability under the Contract and this Certificate.

Misstatements:

If certain information was misstated to us, your annuity payments may or may not be changed as described below. If a Payee's date of birth, date of death, or sex was misstated to us, then we will not have the right to reduce any annuity payment below the amount determined using the information contained in the Contract. Also, we will not have the obligation to increase any Annuity Payment above the amount determined using the information contained in the Contract.

If information other than the Payee's date of birth, date of death, or sex was misstated to us, then Prudential will adjust the annuity payment. First we will determine the portion of the premium paid to us to purchase your annuity. The annuity payment amount owed by us will be increased or decreased to equal the amount that could have been purchased using the premium paid for the annuity assuming the misstatement had not happened. Also, Prudential will not change the date of the first monthly payment.

If the corrected annuity payment is less than the annuity payment determined using the misstated information, then the annuity payment will be decreased to the amount calculated as described in the last paragraph above. We may reduce future annuity payments further by amounts previously overpaid by us to the Payee. If the corrected annuity payment is more than the annuity payment calculated using the misstated information, then the annuity payment will be increased to the amount determined as described in the last paragraph above. We will further pay the amount of the underpayments by us in one of the next two annuity payments due with respect to the Payee.

In addition to changing the amount of annuity payments, the adjustments made pursuant to this section may change other important terms of payment. All adjustments made pursuant to this section will be binding upon the Payee.

Supplemental Information:

As a condition to making any payment, we may require a Payee to provide certain information not previously supplied. This information may include copies of signed election forms and signed spousal consent forms (where legally required). If legally required, we may withhold all or a portion of any payment until receiving a Social Security or taxpayer identification number for the Payee and any other items required by law.

As a condition to making any payment, we may require satisfactory evidence that any Payee is alive. We may withhold future payments until we receive this evidence.

Payments under this Certificate will be made to a Payee unless a Representative has been duly appointed in accordance with the Contract with respect to a Payee. If a Representative has been appointed, we may fulfill our obligation to a Payee under this Certificate by making payments to the Payee's Representative.

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits over the amount owed under the Plan, such overpayments shall be deducted from the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

[For any Payee who is shown in the Contract as having been paid, prior to the Annuity Commencement Date, Plan benefits that were less than the amount owed under the Plan, such underpayments shall be added to the annuity payments otherwise owed to such persons pursuant to the Payment Terms of this Certificate. Nothing in the prior sentence shall relate to information that may have been misstated to us. Such misstatements are governed by the above Misstatements section.]^D

Certificate Errors and Replacement Certificate:

This Certificate replaces any certificate that you may have previously received with respect to Prudential's guarantee under the Contract. Please review this Certificate carefully and notify us promptly if you feel any information is incorrect. We are not bound by any incorrect information in this Certificate, nor are we bound by any other errors in this Certificate if clearly inconsistent with the terms of the Contract. We may instead continue to comply with the terms of the Contract as if the Certificate initially had been correctly issued. We may issue a corrected Certificate in the same manner the original Certificate was issued, but we will clearly indicate on the face of the new Certificate that it is a "CORRECTED AND REISSUED" Certificate (or other words to that effect).

If you exercise an option that changes your *Form of Annuity*, then a replacement certificate will be issued to you. The replacement certificate will describe the payments that you will receive under your changed *Form of Annuity*.

Entire Contract:

The Contract constitutes the entire agreement between the Contract-Holder and us solely with respect to the annuity payments owed to each payee under the Contract.

Rights of Payees:

The Payees have the right to receive the annuity payments set forth under this Certificate. Such right to annuity payments is enforceable by the Payees solely against Prudential and no other person including the Plan, Plan sponsor, Contract-Holder or any affiliate thereof.

Prudential Telephone Number:

The Prudential Insurance Company of America
[1-800-621-1089]^C

To contact us, please use the above-listed telephone number.

[Deductions from Annuity Payments:

You (or your Contingent Life) may request in writing in a manner specified by us that we deduct a specified amount each month from the amounts we pay to you (or your Contingent Life). The amounts will be applied for payment of your health care premiums and for payment of other benefits that were permitted to be deducted from Plan benefits governed by the Plan. Upon receipt by us of the request, the amount specified in the request shall, subject to our consent, be deducted each month. Deductions will end if we receive a request (in a manner specified by us) from you (or your Contingent Life) to do so. The amount deducted each month shall be transferred on your behalf (or your Contingent Life's behalf) as specified in the request. The amount transferred will be in full settlement of all of our obligations under the Contract with respect to the amount transferred. Deductions by us on your behalf (or on behalf of your Contingent Life) will begin or end, as the case may be, no earlier than the annuity payment that is due at least 30 days following our receipt of the request to begin or end deductions for you or your Contingent Life.)^D

Additional Details:

This Certificate contains a summary of certain important terms of the Contract. The Contract contains a more complete description of your rights and Prudential's obligations. The Contract will control in the event of a conflict between the terms of this Certificate and the terms of the Contract.

Upon a change in the requirements of applicable law or a regulation administered by a governmental agency, we may change the Contract and/or this Certificate. If a change is made, it may be done without the consent of the Payee. Any change will be made only as strictly necessary to satisfy the requirements of law or regulation.

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SERFF Tracking Number: PRUD-128456720 State: Arkansas
 Filing Company: The Prudential Insurance Company of America State Tracking Number:
 Company Tracking Number: PRGA-OCC-RL300-SPOUSAL J&S-AMC-AR
 TOI: A05G Group Annuities - Immediate Non- Variable Sub-TOI: A05.000 Annuities - Immediate Non-variable
 Product Name: OCC-RL300-SpousalJ&S
 Project Name/Number: OCC-RL300-SpousalJ&S/OCC-RL300-SpousalJ&S

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments: Certification and Readability Certification are attached.		
Attachments: Readability Certification.pdf Arkansas_Certification.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not Required for this filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Acturial Memo		
Bypass Reason: Not Required for this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variability		
Comments: Memorandum of Variability are attached.		
Attachments: MOV for OCC-RL300-SpousalJ&S.pdf MOV for OCC-RL300-ContingentJ&S.pdf MOV for OCC-RL300-SingleLife.pdf MOV for OCC-RL300-WindowJ&S.pdf MOV for OCC-RL300-WindowSingleLife.pdf		

SERFF Tracking Number: PRUD-128456720 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number:
Company Tracking Number: PRGA-OCC-RL300-SPOUSAL J&S-AMC-AR
TOI: A05G Group Annuities - Immediate Non- Sub-TOI: A05.000 Annuities - Immediate Non-variable
Variable
Product Name: OCC-RL300-SpousalJ&S
Project Name/Number: OCC-RL300-SpousalJ&S/OCC-RL300-SpousalJ&S

MOV for OCC-RL300-LifePeriodCertain.pdf

MOV for OCC-RL300-PeriodCertain.pdf

PRUDENTIAL INSURANCE COMPANY OF AMERICA

CERTIFICATION

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

OCC-RL300-SpousalJ&S
OCC-RL300-ContingentJ&S
OCC-RL300-SingleLife
OCC-RL300-WindowJ&S
OCC-RL300-WindowSingleLife
OCC-RL300-LifePeriodCertain
OCC-RL300-PeriodCertain

David W. Rauschenberger

David Rauschenberger
Second Vice President

June 21, 2012

Date

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

MEMORANDUM OF VARIABILITY

Nature and Scope of Changes of Group Annuity Certificate Form: OCC-RL300-SpousalJ&S ("the Form")

The above-captioned form is intended to be issued to Covered Lives receiving Spousal Joint & Survivor Life Annuity payments under Article P of Group Annuity Contract No. GA-300 issued by Prudential using Contract Form GAA-9061-300P.

This Memorandum summarizes the nature and scope of the changes to the variable portions of the Form.

General Rules:

The bracketed areas of the Form are designed to accommodate variability. Page numbers may be modified to properly align the final printed certificate.

Variable text may be repeated or deleted as often as may be necessary. The Form may be re-formatted, and the typeface (font) and point size may be changed (subject to applicable law).

The Form number will appear in the bottom left corner of every page.

Variable Bracketed Text:

Variable bracketed text is indicated by means of brackets keyed to a superscript that corresponds to the following description of the scope of the permissible changes. Variable bracketed Text may be deleted in total if it is not needed to document the certificate.

- A. Provides for specific Covered Lives and Contract information.
- B. This notice will be included on certificates issued to Florida residents. Other state-mandated notices will be included on certificates issued to Covered Lives who reside in other states.
- C. Allows for changes in address or telephone number. Any changes to the address will be submitted for informational purposes.
- D. The wording will either be included in its entirety with no changes or will be deleted completely. No other variability will be permitted.
- E. Allows for changes in page numbers if a section is removed or revised.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

MEMORANDUM OF VARIABILITY

Nature and Scope of Changes of Group Annuity Certificate Form: OCC-RL300-ContingentJ&S ("the Form")

The above-captioned form is intended to be issued to Covered Lives receiving Contingent Joint & Survivor Life Annuity payments under Article P of Group Annuity Contract No. GA-300 issued by Prudential using Contract Form GAA-9061-300P.

This Memorandum summarizes the nature and scope of the changes to the variable portions of the Form.

General Rules:

The bracketed areas of the Form are designed to accommodate variability. Page numbers may be modified to properly align the final printed certificate.

Variable text may be repeated or deleted as often as may be necessary. The Form may be re-formatted, and the typeface (font) and point size may be changed (subject to applicable law).

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Variable Bracketed Text:

Variable bracketed text is indicated by means of brackets keyed to a superscript that corresponds to the following description of the scope of the permissible changes. Variable bracketed Text may be deleted in total if it is not needed to document the certificate.

- A. Provides for specific Covered Lives and Contract information.
- B. This notice will be included on certificates issued to Florida residents. Other state-mandated notices will be included on certificates issued to Covered Lives who reside in other states.
- C. Allows for changes in address or telephone number. Any changes to the address will be submitted for informational purposes.
- D. The wording will either be included in its entirety with no changes or will be deleted completely. No other variability will be permitted.
- E. Allows for changes in page numbers if a section is removed or revised.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

MEMORANDUM OF VARIABILITY

Nature and Scope of Changes of Group Annuity Certificate Form: OCC-RL300-SingleLife ("the Form")

The above-captioned form is intended to be issued to Covered Lives receiving Single Life Annuity payments under Article P of Group Annuity Contract No. GA-300 issued by Prudential using Contract Form GAA-9061-300P.

This Memorandum summarizes the nature and scope of the changes to the variable portions of the Form.

General Rules:

The bracketed areas of the Form are designed to accommodate variability. Page numbers may be modified to properly align the final printed certificate.

Variable text may be repeated or deleted as often as may be necessary. The Form may be re-formatted, and the typeface (font) and point size may be changed (subject to applicable law).

The Form number will appear in the bottom left corner of every page.

Variable Bracketed Text:

Variable bracketed text is indicated by means of brackets keyed to a superscript that corresponds to the following description of the scope of the permissible changes. Variable bracketed Text may be deleted in total if it is not needed to document the certificate.

- A. Provides for specific Covered Lives and Contract information.
- B. This notice will be included on certificates issued to Florida residents. Other state-mandated notices will be included on certificates issued to Covered Lives who reside in other states.
- C. Allows for changes in address or telephone number. Any changes to the address will be submitted for informational purposes.
- D. The wording will either be included in its entirety with no changes or will be deleted completely. No other variability will be permitted.
- E. Allows for changes in page numbers if a section is removed or revised.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

MEMORANDUM OF VARIABILITY

Nature and Scope of Changes of Group Annuity Certificate Form: OCC-RL300-WindowJ&S ("the Form")

The above-captioned form is intended to be issued to Covered Lives receiving Window Joint & Survivor Life Annuity payments under Article P of Group Annuity Contract No. GA-300 issued by Prudential using Contract Form GAA-9061-300P.

This Memorandum summarizes the nature and scope of the changes to the variable portions of the Form.

General Rules:

The bracketed areas of the Form are designed to accommodate variability. Page numbers may be modified to properly align the final printed certificate.

Variable text may be repeated or deleted as often as may be necessary. The Form may be re-formatted, and the typeface (font) and point size may be changed (subject to applicable law).

The Form number will appear in the bottom left corner of every page.

Variable Bracketed Text:

Variable bracketed text is indicated by means of brackets keyed to a superscript that corresponds to the following description of the scope of the permissible changes. Variable bracketed Text may be deleted in total if it is not needed to document the certificate.

- A. Provides for specific Covered Lives and Contract information.
- B. This notice will be included on certificates issued to Florida residents. Other state-mandated notices will be included on certificates issued to Covered Lives who reside in other states.
- C. Allows for changes in address or telephone number. Any changes to the address will be submitted for informational purposes.
- D. The wording will either be included in its entirety with no changes or will be deleted completely. No other variability will be permitted.
- E. Allows for changes in page numbers if a section is removed or revised.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

MEMORANDUM OF VARIABILITY

Nature and Scope of Changes of Group Annuity Certificate Form: OCC-RL300-WindowSingleLife ("the Form")

The above-captioned form is intended to be issued to Covered Lives receiving Window Single Life Annuity payments under Article P of Group Annuity Contract No. GA-300 issued by Prudential using Contract Form GAA-9061-300P.

This Memorandum summarizes the nature and scope of the changes to the variable portions of the Form.

General Rules:

The bracketed areas of the Form are designed to accommodate variability. Page numbers may be modified to properly align the final printed certificate.

Variable text may be repeated or deleted as often as may be necessary. The Form may be re-formatted, and the typeface (font) and point size may be changed (subject to applicable law).

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- A. Provides for specific Covered Lives and Contract information.
- B. This notice will be included on certificates issued to Florida residents. Other state-mandated notices will be included on certificates issued to Covered Lives who reside in other states.
- C. Allows for changes in address or telephone number. Any changes to the address will be submitted for informational purposes.
- D. The wording will either be included in its entirety with no changes or will be deleted completely. No other variability will be permitted.
- E. Allows for changes in page numbers if a section is removed or revised.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

MEMORANDUM OF VARIABILITY

Nature and Scope of Changes of Group Annuity Certificate Form: OCC-RL300-LifePeriodCertain ("the Form")

The above-captioned form is intended to be issued to Covered Lives receiving Life Period Certain Annuity payments under Article P of Group Annuity Contract No. GA-300 issued by Prudential using Contract Form GAA-9061-300P.

This Memorandum summarizes the nature and scope of the changes to the variable portions of the Form.

General Rules:

The bracketed areas of the Form are designed to accommodate variability. Page numbers may be modified to properly align the final printed certificate.

Variable text may be repeated or deleted as often as may be necessary. The Form may be re-formatted, and the typeface (font) and point size may be changed (subject to applicable law).

The Form number will appear in the bottom left corner of every page.

Variable Bracketed Text:

Variable bracketed text is indicated by means of brackets keyed to a superscript that corresponds to the following description of the scope of the permissible changes. Variable bracketed Text may be deleted in total if it is not needed to document the certificate.

- A. Provides for specific Covered Lives and Contract information.
- B. This notice will be included on certificates issued to Florida residents. Other state-mandated notices will be included on certificates issued to Covered Lives who reside in other states.
- C. Allows for changes in address or telephone number. Any changes to the address will be submitted for informational purposes.
- D. The wording will either be included in its entirety with no changes or will be deleted completely. No other variability will be permitted.
- E. Allows for changes in page numbers if a section is removed or revised.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

MEMORANDUM OF VARIABILITY

Nature and Scope of Changes of Group Annuity Certificate Form: OCC-RL300-PeriodCertain ("the Form")

The above-captioned form is intended to be issued to Covered Lives receiving Period Certain Annuity payments under Article P of Group Annuity Contract No. GA-300 issued by Prudential using Contract Form GAA-9061-300P.

This Memorandum summarizes the nature and scope of the changes to the variable portions of the Form.

General Rules:

The bracketed areas of the Form are designed to accommodate variability. Page numbers may be modified to properly align the final printed certificate.

Variable text may be repeated or deleted as often as may be necessary. The Form may be re-formatted, and the typeface (font) and point size may be changed (subject to applicable law).

The Form number will appear in the bottom left corner of every page.

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Variable bracketed text is indicated by means of brackets keyed to a superscript that corresponds to the following description of the scope of the permissible changes. Variable bracketed Text may be deleted in total if it is not needed to document the certificate.

- A. Provides for specific Covered Lives and Contract information.
- B. This notice will be included on certificates issued to Florida residents. Other state-mandated notices will be included on certificates issued to Covered Lives who reside in other states.
- C. Allows for changes in address or telephone number. Any changes to the address will be submitted for informational purposes.
- D. The wording will either be included in its entirety with no changes or will be deleted completely. No other variability will be permitted.
- E. Allows for changes in page numbers if a section is removed or revised.