

**State:** Arkansas **Filing Company:** Pruco Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium  
**Product Name:** P-RID-HD(2/13)  
**Project Name/Number:** P-RID-HD(2/13)/P-RID-HD(2/13)

## Filing at a Glance

Company: Pruco Life Insurance Company  
Product Name: P-RID-HD(2/13)  
State: Arkansas  
TOI: A03I Individual Annuities - Deferred Variable  
Sub-TOI: A03I.002 Flexible Premium  
Filing Type: Form  
Date Submitted: 12/21/2012  
SERFF Tr Num: PRUD-128822176  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: IFSA-P-RID-HD(2/13)-KJ  
  
Implementation: On Approval  
Date Requested:  
Author(s): Elaine Tweedus, John Witteman, Anthony Pereira, Carolyn Cargnel, Pamela Bonaparte-Golding, Starr Merritt, Kristin Jaekle, Jennifer Hluska  
Reviewer(s): Linda Bird (primary)  
Disposition Date: 01/08/2013  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

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## General Information

Project Name: P-RID-HD(2/13)  
 Project Number: P-RID-HD(2/13)  
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed  
 Date Approved in Domicile:  
 Domicile Status Comments: The enclosed forms have not been submitted in our Home State, Arizona, as they are exempt pursuant to Arizona Revised statutes, Section 20-1110.F and the Exemptive Order dated October 22, 2003.  
 Market Type: Individual  
 Individual Market Type:  
 Filing Status Changed: 01/08/2013  
 State Status Changed: 01/08/2013  
 Created By: Kristin Jaekle  
 Corresponding Filing Tracking Number:

Explanation for Combination/Other:  
 Submission Type: New Submission  
 Overall Rate Impact:

Deemer Date:  
 Submitted By: Kristin Jaekle

Filing Description:  
 December 21, 2012

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

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

Forms Submitted for Approval:  
 Rider Form P-RID-HD(2/13)  
 Schedule Supplement Form P-SCH-HD(2/13)

Rider Form P-RID-HD-HDB(2/13)  
 Schedule Supplement Form P-SCH-HD-HDB(2/13)

Application Form P-VAA(2/13)  
 Application Form P-IBVAA(2/13)  
 Application Form PRVA-APP(2/13)

Dear Commissioner Bradford:

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

Forms P-RID-HD(2/13) and P-SCH-HD(2/13) are similar to prior filed Forms P-RID-HD(7/12) and P-SCH-HD(7/12) that were approved by your Department on May 21, 2012 under SERFF tracking number PRUD-128357319.

**State:** Arkansas **Filing Company:** Pruco Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium  
**Product Name:** P-RID-HD(2/13)  
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Forms P-RID-HD-HDB(2/13) and P-SCH-HD-HDB(2/13) are similar to prior filed Forms P-RID-HD-HDB(7/12) and P-SCH-HD-HDB(7/12) that were also approved by your Department on May 21, 2012 under SERFF tracking number PRUD-128357319.

Just as in the prior approved rider forms, the above forms make provision for guaranteed minimum payments for the lifetime of a Designated Life (Lives), Single Designated Life or Spousal Designated Lives, as defined in the rider forms. The rider forms also provide for a "Protected Withdrawal Value" and makes use of a transfer formula similar in fashion to the prior approved rider forms. Additionally, Form P-RID-HD-HDB(2/13) also provides for a death benefit upon the death of the Single Designated Life or the Remaining Spousal Designated Life just as in the prior approved rider form.

The main difference between the forms that received prior approval and the forms being submitted now is that the Periodic Value Cut-Off Date restriction in the riders and as shown in the Schedule Supplement is replaced with a Roll-Up Rate End Date. Also, for clarification, we made minor grammatical and word changes throughout the forms.

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

Also, for your review and approval, this filing includes the referenced variable annuity application forms. The submitted applications have been modified for new business purposes and contain listings and checkboxes for the optional benefits contained in this filing. The submitted applications will replace the following previously approved applications and will be implemented in conjunction with the benefits contained in this filing.

Submitted Application Replaces	Approved SERFF Tracking Number
P-VAA(2/13) P-VAA(2/10)	11/3/2009 PRUD-126355908
P-IBVAA(2/13) P-IBVAA(2/10)	11/3/2009 PRUD-126355908
PRVA-APP(2/13) PRVA-APP(5/11)	3/7/2011 PRUD-127061542

Any brackets in the rider forms or its respective Schedule Supplement indicate that we reserve the right to change the information shown within brackets, without re-filing with your Department, based on new business requirements and any specific classifications of annuity holders to which we wish to offer these benefits. Statements of Variable Material are included with this filing to describe how variable information may change.

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

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

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

Very truly yours,

Kristin E. Jaekle  
Contract Specialist

**State:** Arkansas **Filing Company:** Pruco Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium  
**Product Name:** P-RID-HD(2/13)  
**Project Name/Number:** P-RID-HD(2/13)/P-RID-HD(2/13)

Phone: (203) 925-3878, Fax: (203) 944-7737  
 Email: kristin.jaekle@prudential.com

Enclosures

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

Pruco Life Insurance Company  
 751 Broad Street  
 Newark, NJ 07102-3777  
 (973) 802-6000 ext. [Phone]  
 CoCode: 79227  
 Group Code: 304  
 Group Name:  
 FEIN Number: 22-1944557  
 State of Domicile: Arizona  
 Company Type: Life  
 State ID Number:

## Filing Fees

Fee Required? No  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

Company	Amount	Date Processed	Transaction #
Pruco Life Insurance Company	\$350.00	12/21/2012	65968705

SERFF Tracking #: PRUD-128822176

State Tracking #:

Company Tracking #:

IFSA-P-RID-HD(2/13)-KJ

State: Arkansas

Filing Company:

Pruco Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/08/2013	01/08/2013

**State:** Arkansas **Filing Company:** Pruco Life Insurance Company  
**TOI/Sub-TOI:** A031 Individual Annuities - Deferred Variable/A031.002 Flexible Premium  
**Product Name:** P-RID-HD(2/13)  
**Project Name/Number:** P-RID-HD(2/13)/P-RID-HD(2/13)

## Disposition

Disposition Date: 01/08/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statements of Variability		Yes
Supporting Document	Cert of Compliance		Yes
Form	Highest Daily Lifetime Income v2.1 Benefit Rider		Yes
Form	Highest Daily Lifetime Income v2.1 Benefit Schedule Supplement		Yes
Form	Highest Daily Lifetime Income v2.1 With Highest Daily Death Benefit Rider		Yes
Form	Highest Daily Lifetime Income v2.1 With Highest Daily Death Benefit Schedule Supplement		Yes
Form	Premier Retirement Variable Beneficiary Annuity Application Form		Yes
Form	Premier Retirement Variable Annuity Application Form		Yes
Form	Prudential Premier Retirement Variable Annuity Application Form		Yes

State: Arkansas

Filing Company:

Pruco Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: P-RID-HD(2/13)

Project Name/Number: P-RID-HD(2/13)/P-RID-HD(2/13)

## Form Schedule

### Lead Form Number: P-RID-HD(2/13)

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Highest Daily Lifetime Income v2.1 Benefit Rider	P-RID-HD(2/13)	POLA	Initial		0.000	P-RID-HD(2-13).pdf
2		Highest Daily Lifetime Income v2.1 Benefit Schedule Supplement	P-SCH-HD(2/13)	SCH	Initial		0.000	P-SCH-HD(2-13).pdf
3		Highest Daily Lifetime Income v2.1 With Highest Daily Death Benefit Rider	P-RID-HD-HDB(2/13)	POLA	Initial		0.000	P-RID-HD-HDB(2-13).pdf
4		Highest Daily Lifetime Income v2.1 With Highest Daily Death Benefit Schedule Supplement	P-SCH-HD-HDB(2/13)	SCH	Initial		0.000	P-SCH-HD-HDB(2-13).pdf
5		Premier Retirement Variable Beneficiary Annuity Application Form	P-IBVAA(2/13)	AEF	Initial		0.000	P-IBVAA(2-13).pdf
6		Premier Retirement Variable Annuity Application Form	PRVA-APP(2/13)	AEF	Initial		0.000	PRVA-APP(2-13).pdf

State: Arkansas

Filing Company:

Pruco Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: P-RID-HD(2/13)

Project Name/Number: P-RID-HD(2/13)/P-RID-HD(2/13)

## Lead Form Number: P-RID-HD(2/13)

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
7		Prudential Premier Retirement Variable Annuity Application Form	P-VAA(2/13)	AEF	Initial		0.000	P-VAA(2-13).pdf

## Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

**PRUCO LIFE INSURANCE COMPANY**  
**[2999 North 44<sup>th</sup> Street, Suite 250**  
**Phoenix, Arizona 85014]**

**HIGHEST DAILY LIFETIME INCOME v[2.1] BENEFIT RIDER**

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

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

**Effective Date:** The Effective Date of this Rider is shown in the Highest Daily Lifetime Income v[2.1] Benefit Schedule Supplement ("Schedule Supplement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For a Single Designated Life:

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

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

For Spousal Designated Lives:

Such persons must be each other’s Spouse at the time this Rider is elected and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If two Owners are named, each must be a Spousal Designated Life. No additional Owners may be named. While both Spousal Designated Lives are alive, each Owner must be designated as the other Owner’s primary Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant’s Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the surviving Designated Life after the First Death.

While this Rider is in effect, a change in the Single Designated Life/Spousal Designated Lives will cause this Rider to terminate, as described in the "Termination of Benefits" section. As a result, your ability to make changes to Owner/Annuitant designations may be restricted. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider terminating at the First Death.

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

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

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

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

On the Effective Date, the Protected Withdrawal Value is equal to your Unadjusted Account Value. On each Valuation Day thereafter, until the date of the first Lifetime Withdrawal, the Protected Withdrawal Value is equal to the "Periodic Value".

#### Protected Withdrawal Value Before The First Lifetime Withdrawal

**Periodic Value:** The Periodic Value initially is equal to the Unadjusted Account Value on the Effective Date. On each Valuation Day thereafter, until the first Lifetime Withdrawal, we recalculate the Periodic Value.

(1) Periodic Value on or Before the Roll-Up End Date

If the Valuation Day (the "Current Valuation Day") is on or before the Roll-Up End Date, on the day that we recalculate the Periodic Value, the Periodic Value is equal to the greatest of:

- (a) the Periodic Value for the immediately preceding Valuation Day (the "Prior Valuation Day"), appreciated at the daily equivalent of the Roll-Up Rate during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day;
- (b) the Unadjusted Account Value; and
- (c) the value, if any, of the Target Anniversary Date calculation (as described below).

The Roll-Up Rate and the Roll-Up End Date are shown in the Schedule Supplement.

(2) Periodic Value After the Roll-Up End Date

If the Current Valuation Day is after the Roll-Up End Date, on the Current Valuation Day, the Periodic Value is equal to the greatest of:

- (a) the Periodic Value for the immediately preceding Valuation Day plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day;
- (b) the Unadjusted Account Value; and
- (c) the value, if any, of the Target Anniversary Date calculation (as described below).

Target Anniversary Date Calculation

If the Current Valuation Day is on a Target Anniversary Date (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken up to and including the Target Anniversary Date, the Target Anniversary Date calculation will equal the sum of:

- I. the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier; and
- II. all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made more than one year following the Effective Date up to the Current Valuation Day.

The Target Anniversary Dates and Guaranteed Base Value Multipliers, if any, are shown in the Schedule Supplement.

Protected Withdrawal Value After The First Lifetime Withdrawal

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

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

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

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

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

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

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

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

**Purchase Payment(s) Limitation:** While this Rider is in effect, we may limit, restrict, suspend or reject any additional Purchase Payment at any time, on a non-discriminatory basis. Circumstances where we may limit, restrict, suspend or reject additional Purchase Payments include, but are not limited to, the following:

- if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s);
- if we are not then offering this benefit for new issues; or
- if we are offering a modified version of this benefit for new issues.

We will exercise such reservation of right for all annuity purchasers in the same class of annuity, in a non-discriminatory manner.

**Required Minimum Distributions:** Unless designated as a Non-Lifetime Withdrawal, a Required Minimum Distribution is considered a Lifetime Withdrawal from the Annuity. The following rules apply to determine if any portion of a Required Minimum Distribution amount will be treated as Excess Income:

For purposes of this provision, in relation to any Annuity Year, the "Second Calendar Year" is the calendar year following the calendar year in which the Annuity Year began.

In general, Withdrawals made from the Annuity during an Annuity Year to meet the Required Minimum Distribution provisions of the Internal Revenue Code will not be treated as Excess Income.

However, if in any Annuity Year, you take a Lifetime Withdrawal in the Second Calendar Year, then the amount which will not be treated as Excess Income is the greater of:

- (i) the remaining Annual Income Amount for that Annuity Year, and

(ii) the difference between the Second Calendar Year's remaining Required Minimum Distribution amount and the Annual Income Amount.

Any remaining Required Minimum Distribution amount for the Second Calendar Year can be taken in the following Annuity Year.

If, in any Annuity Year, your Required Minimum Distribution amount is not greater than the Annual Income Amount, any Withdrawals in excess of the Annual Income Amount will be treated as Excess Income.

For purposes of this provision, Required Minimum Distributions are determined based on the value of this Annuity, and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution if not for the suspension as eligible for treatment under this provision.

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

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

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

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

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

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

- a joint life and last survivor fixed annuity if both Spousal Designated Lives are living and each other's Spouse when Guarantee Payments would begin, or

- a single life fixed annuity if only one of the Spousal Designated Lives is living or if this Rider was issued with a Single Designated Life.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (9) the date you first allocate or transfer any portion of your Account Value to any Sub-account(s) to which you are not permitted to electively allocate or transfer Account Value.

**PRUCO LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to be 'JSD', is written above a horizontal line.

[ \_\_\_\_\_ ]  
Secretary

**PRUCO LIFE INSURANCE COMPANY**  
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**Phoenix, Arizona 85014]**

**HIGHEST DAILY LIFETIME INCOME v[2.1] BENEFIT SCHEDULE SUPPLEMENT**

**Annuity Number:** [001-0001]

**Effective Date of the Highest Daily Lifetime Income v[2.1] Benefit Rider:** [Issue Date of the Annuity]

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

[John Doe]                      **Date of Birth:** [January 1, 1962]  
[Mary Doe]                      **Date of Birth:** [January 2, 1962]

**Roll-Up Rate:** [X.X% per year]

**Roll-Up Rate End Date:** [The date up to and including the [XX<sup>th</sup>] Anniversary of the Effective Date]

**Annual Income Percentage:**

<b>Attained Age of Single Designated Life</b>	<b>Annual Income Percentage</b>	<b>Attained Age of Younger Spousal Designated Life</b>	<b>Annual Income Percentage</b>
[Less than XX	[X.X%	[Less than XX	[X.X%
XX - less than XX	X.X%	XX - less than XX	X.X%
XX - less than XX	X.X%	XX- less than XX	X.X%
XX or more]	X.X%]	XX or more]	X.X%]

**Minimum Guarantee Payment:** [\$XXX]

**Target Anniversary Date(s):** [The XX<sup>th</sup> Anniversary of the Effective Date]

**Guaranteed Base Value Multiplier:** [Not Applicable]

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

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

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

**HIGHEST DAILY LIFETIME INCOME v[2.1] BENEFIT  
SCHEDULE SUPPLEMENT (Continued)**

**TRANSFER CALCULATION FORMULA**

**The following are the Terms and Definitions referenced in the Transfer Calculation**

**Formula:**

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

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

**Daily Target Value Calculation:**

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

$$L = 0.05 * P * a$$

**Daily Transfer Calculation:**

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

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

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

**HIGHEST DAILY LIFETIME INCOME v[2.1] BENEFIT  
SCHEDULE SUPPLEMENT (Continued)**

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

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

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

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

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

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

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

**Monthly Transfer Calculation:**

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

If, after the Daily Transfer Calculation is performed,

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

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

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

**PRUCO LIFE INSURANCE COMPANY**  
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**HIGHEST DAILY LIFETIME INCOME v[2.1] WITH HIGHEST DAILY DEATH BENEFIT RIDER**

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

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

**Effective Date:** The Effective Date of this Rider is shown in the Highest Daily Lifetime Income v[2.1] with Highest Daily Death Benefit Schedule Supplement (the "Schedule Supplement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For a Single Designated Life:

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

For Spousal Designated Lives:

Such persons must be each other's Spouse at the time this Rider is elected. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If two Owners are named, each must be a Spousal Designated Life. No additional Owners may be named. At the time this Rider is elected, each Owner must be designated as the other Owner's primary Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an

entity unless we allow for the continuation of the Annuity and this Rider by the Remaining Designated Life after the First Death.

For a Remaining Designated Life:

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

While this Rider is in effect, a change in the Single Designated Life, Spousal Designated Lives, or Remaining Designated Life will cause this Rider to terminate, as described in the "Termination of Benefits" section. As a result, your ability to make changes to Owner/Annuitant designations may be restricted. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives and a Remaining Designated Life. However, such new Beneficiary(ies) will not be a Spousal Designated Life, and would therefore result in the Rider terminating at the death of the Remaining Designated Life.

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

### **Protected Withdrawal Value**

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

On the Effective Date, the Protected Withdrawal Value is equal to your Unadjusted Account Value. On each Valuation Day thereafter, until the date of the first Lifetime Withdrawal, the Protected Withdrawal Value is equal to the "Periodic Value".

#### Protected Withdrawal Value Before the First Lifetime Withdrawal

**Periodic Value:** The Periodic Value initially is equal to the Unadjusted Account Value on the Effective Date. On each Valuation Day thereafter, until the first Lifetime Withdrawal, we recalculate the Periodic Value.

- (1) Periodic Value on or Before the Roll-Up End Date  
If the Valuation Day (the "Current Valuation Day") is on or before the Roll-Up End Date, on the day that we recalculate the Periodic Value, the Periodic Value is equal to the greatest of:
  - (a) the Periodic Value for the immediately preceding Valuation Day (the "Prior Valuation Day"), appreciated at the daily equivalent of the Roll-Up Rate during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day;
  - (b) the Unadjusted Account Value; and
  - (c) the value, if any, of the Target Anniversary Date calculation (as described below).

The Roll-Up Rate and the Roll-Up End Date are shown in the Schedule Supplement.

(2) Periodic Value After the Roll-Up End Date

If the Current Valuation Day is after the Roll-Up End Date, on the Current Valuation Day, the Periodic Value is equal to the greatest of:

- (a) the Periodic Value for the immediately preceding Valuation Day plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day;
- (b) the Unadjusted Account Value; and
- (c) the value, if any, of the Target Anniversary Date calculation (as describe below).

Target Anniversary Date Calculation

If the Current Valuation Day is on a Target Anniversary Date (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken up to and including the Target Anniversary Date, the Target Anniversary Date calculation will equal the sum of:

- I. the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier; and
- II. all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made more than one year following the Effective Date up to the Current Valuation Day.

The Target Anniversary Dates and Guaranteed Base Value Multipliers, if any, are shown in the Schedule Supplement.

Protected Withdrawal Value After The First Lifetime Withdrawal

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

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

**Annual Income Amount**

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

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

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

**Step-Ups:** Beginning on the first Annuity Anniversary after the first Lifetime Withdrawal, and on every Annuity Anniversary thereafter, we will automatically step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Schedule Supplement to the highest daily Unadjusted Account Value (as measured on each Valuation Day since the later of the first Lifetime Withdrawal or the last Annuity Anniversary), adjusted for any subsequent Withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount.

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

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

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

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

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

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

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

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

**Purchase Payment(s) Limitation:** While this Rider is in effect, we may limit, restrict, suspend or reject any additional Purchase Payment at any time, on a non-discriminatory basis. Circumstances where we may limit, restrict, suspend or reject additional Purchase Payments include, but are not limited to, the following:

- if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s);
- if we are not then offering this benefit for new issues; or
- if we are offering a modified version of this benefit for new issues.

We will exercise such reservation of right for all annuity purchasers in the same class of annuity, in a non-discriminatory manner.

**Required Minimum Distributions:** Unless designated as a Non-Lifetime Withdrawal, a Required Minimum Distribution is considered a Lifetime Withdrawal from the Annuity. The following rules apply to determine if any portion of a Required Minimum Distribution amount will be treated as Excess Income:

For purposes of this provision, in relation to any Annuity Year, the "Second Calendar Year" is the calendar year following the calendar year in which the Annuity Year began.

In general, Withdrawals made from the Annuity during an Annuity Year to meet the Required Minimum Distribution provisions of the Internal Revenue Code will not be treated as Excess Income.

However, if in any Annuity Year, you take a Lifetime Withdrawal in the Second Calendar Year, then the amount which will not be treated as Excess Income is the greater of:

- (i) the remaining Annual Income Amount for that Annuity Year, and
- (ii) the difference between the Second Calendar Year's remaining Required Minimum Distribution amount and the Annual Income Amount.

Any remaining Required Minimum Distribution amount for the Second Calendar Year can be taken in the following Annuity Year.

If, in any Annuity Year, your Required Minimum Distribution amount is not greater than the Annual Income Amount, any Withdrawals in excess of the Annual Income Amount will be treated as Excess Income.

For purposes of this provision, Required Minimum Distributions are determined based on the value of this Annuity, and do not include the value of any other annuities, savings or investments subject to the

Required Minimum Distribution rules. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution if not for the suspension as eligible for treatment under this provision.

### **Guarantee Payments**

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

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

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

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

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

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

### **Annuity Payments**

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

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

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

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

each with ten payments certain (or a lesser number of payments certain if the life expectancy of the Annuitant at the time payments are to begin is less than 10 years, based on applicable Internal Revenue

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

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

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

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

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

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

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

#### **Highest Daily Death Benefit**

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

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

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

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

- (1) the Unadjusted Account Value on the current Valuation Day; and
- (2) the Highest Daily Death Benefit Amount on the immediately preceding Valuation Day,
  - (a) increased by any Adjusted Purchase Payments made on the current Valuation Day and,

- (b) reduced by the effect of Withdrawals made on the current Valuation Day, as described in the following paragraph.

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

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

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

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

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

**Two-Year Suspension Period:** If there is a change of Owner or Annuitant more than 60 days after the Issue Date of the Annuity, other than as a result of Spousal Continuation, resulting in a change in the person upon whose death a Death Benefit is determined, any Death Benefit provided in a Death Benefit Rider made a part of the Annuity, and the Highest Daily Death Benefit provided under this Rider are suspended as to that person for a two-year period from the date he or she first became an Owner or Annuitant under the terms of the Annuity. After the suspension period is completed, the Death Benefit is the same as if such person had been an Owner or Annuitant on the Issue Date. During the Two-Year Suspension Period, the Death Benefit is the Basic Death Benefit described in the "Death Benefit" section of the Annuity.

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

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

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

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

#### **General Provisions Relating to this Rider**

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

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

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

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

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

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

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

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

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

**Charge for the Rider:** The charge for this Rider depends on whether you have named a Single Designated Life or Spousal Designated Lives. The charge is deducted on each Quarterly Anniversary, and is based on the greater of the Unadjusted Account Value and the Protected Withdrawal Value

calculated on the last Valuation Day prior to the Quarterly Anniversary, at the quarterly equivalent of the applicable annualized rate. On the Effective Date, the applicable rate(s) is as shown in the Schedule Supplement.

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

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

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

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

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

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

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

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

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If the Annuity is otherwise still in effect, we will consider you to have elected to remain in any

applicable asset allocation program then in effect, or in the Investment Options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;

- (2) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the Remaining Designated Life elects not to continue the Annuity;
- (3) the date of receipt of Due Proof of Death of the Owner (or the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and there is any Unadjusted Account Value on the date of death;
- (4) the date of receipt of Due Proof of Death of the Single Designated Life or the Remaining Designated Life if a Death Benefit is payable under the Highest Daily Death Benefit provisions of this Rider;
- (5) the date of death of the Single Designated Life or the Remaining Designated Life when Unadjusted Account Value is reduced to zero as of the date of death;
- (6) if there is any Unadjusted Account Value on the Annuity Date, or if earlier, the date we transfer all Unadjusted Account Value in order to begin annuity payments;
- (7) each of the Unadjusted Account Value and the Annual Income Amount is zero;
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" section of this Rider or the Annuity, or if we do not then consent, on a non-discriminatory basis, to continue the Rider; and
- (9) the date you first allocate or transfer any portion of your Account Value to any Sub-account(s) to which you are not permitted to electively allocate or transfer Account Value.

**PRUCO LIFE INSURANCE COMPANY**



[ \_\_\_\_\_ ]  
Secretary

**PRUCO LIFE INSURANCE COMPANY**  
**[2999 North 44<sup>th</sup> Street, Suite 250**  
**Phoenix, Arizona 85014]**

**HIGHEST DAILY LIFETIME INCOME v[2.1] WITH HIGHEST DAILY DEATH BENEFIT  
SCHEDULE SUPPLEMENT**

**Annuity Number:** [001-0001]

**Effective Date of the Highest Daily Lifetime Income v[2.1] with Highest Daily Death Benefit  
Rider:** [Issue Date of the Annuity]

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

[John Doe]                      **Date of Birth:** [January 1, 1962]  
[Jane Doe]                      **Date of Birth:** [January 2, 1962]

**Roll-Up Rate:** [X.X% per year]

**Roll-Up Rate End Date:** [The date up to and including the [XX<sup>th</sup>] Anniversary of the Effective  
Date]

**Annual Income Percentage:**

<b>[Attained Age of Single Designated Life</b>	<b>Annual Income Percentage</b>	<b>Attained Age of Younger Spousal Designated Life</b>	<b>Annual Income Percentage</b>
[Less than XX	[X%	[Less than XX	[X.X%
XX – less than XX	X%	XX – less than XX	X.X%
XX – less than XX	X%	XX – less than XX	X.X%
XX or more]	X%]	XX or more]	X.X%]

**Minimum Guarantee Payment:** [\$XXX]

**Target Anniversary Date(s):** [The [XX]<sup>th</sup> Anniversary of the Effective Date]

**Guaranteed Base Value Multiplier:** [Not Applicable]

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

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

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

**HIGHEST DAILY LIFETIME INCOME v[2.1] WITH HIGHEST DAILY DEATH BENEFIT  
SCHEDULE SUPPLEMENT (Continued)**

**TRANSFER CALCULATION FORMULA**

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

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

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

**Daily Target Value Calculation:**

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

$$L = 0.05 * P * a$$

**Daily Transfer Calculation:**

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

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

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

**HIGHEST DAILY LIFETIME INCOME v[2.1] WITH HIGHEST DAILY DEATH BENEFIT  
SCHEDULE SUPPLEMENT (Continued)**

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

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

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

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

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

**Monthly Transfer Calculation:**

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

If, after the Daily Transfer Calculation is performed,

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

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



Prudential

**Annuities Service Center**  
Financial Professionals:  
1-800-513-0805  
Fax 1-800-576-1217  
www.prudentialannuities.com

**Regular Mail Delivery**  
Annuities Service Center  
P.O. Box 7960  
Philadelphia, PA 19176

**Overnight Service, Certified or Registered Mail Delivery**  
Prudential Annuities Service Center  
2101 Welsh Road  
Dresher, PA 19025

# Premier® Retirement

## Variable Beneficiary Annuity Application Form

For use by beneficiaries of annuities for exchange or transfer.

Annuities are issued by Pruco Life Insurance Company

### PRODUCT SELECTION ▶

B Series     L Series     C Series

A Request for Required Distributions for Beneficiary Annuity Application form must be completed and submitted with this Application.

### SECTION 1 ■ OWNERSHIP INFORMATION

#### A. DECEDENT

Name (First, Middle, Last)  Male  Female      Birth Date (Mo - Day - Yr)    SSN / TIN  
\_\_\_\_\_ - \_\_\_\_\_

Date of Death (Mo - Day - Yr) \_\_\_\_\_ - \_\_\_\_\_

Street Address      City      State      ZIP  
\_\_\_\_\_

Source of Funds     Non-Qualified     IRA     SEP-IRA     Roth IRA     403(b)  
 Other \_\_\_\_\_

#### B. BENEFICIAL OWNER

Name (First, Middle, Last)  Male  Female      Birth Date (Mo - Day - Yr)    SSN / TIN  
\_\_\_\_\_ - \_\_\_\_\_

Street Address      City      State      ZIP  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

U.S. Citizen       Resident Alien/Citizen of: \_\_\_\_\_

Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

#### C. TYPE OF OWNERSHIP

Non Entity:     Individual       UTMA/UGMA

Entity:       Trust\*

\*If the Owner is a Trust, Corporation or other entity you must complete and submit the Certificate of Entity form with this application.

If **Trust** Ownership, only check one of the two boxes:

**Entity/Trust Ownership Only (Non-natural person), check one of the two boxes below.**

This is a **Grantor Trust** for federal income tax purposes that meets IRC Sections 671-679.

Trust date \_\_\_\_\_ (Mo - Day - Yr)

Name of Grantor (First, Middle, Last)      Birth Date (Mo - Day - Yr)    SSN / TIN  
\_\_\_\_\_ - \_\_\_\_\_

(Continued)

**SECTION 1 ■ OWNERSHIP INFORMATION (continued)**

**C. TYPE OF OWNERSHIP (continued)**

This is a **Qualified Trust** for federal income tax purposes that meets and complies with Treasury Regulations Section 1.401(a)(9)-4.

Trust date [ ] - [ ] - [ ] (Mo - Day - Yr)

Name of Oldest Beneficiary (First, Middle, Last) Birth Date (Mo - Day - Yr) SSN / TIN  
[ ] - [ ] - [ ] [ ]

**D. KEY LIFE - REQUIRED**

- If the Beneficial Owner is an individual, the Key Life must be the Beneficial Owner. However, the Key Life cannot be changed. Accordingly, if you are completing this form as the Successor of an existing beneficiary asset, the Key Life must be the same as on the existing beneficiary asset that you are continuing (in this scenario the Key Life will be a deceased person).
- If the Beneficial Owner is a Grantor Trust, the Key Life must be the Grantor.
- If a Qualified Trust, the Key Life must be the oldest beneficiary under the applicable trust.

Name (First, Middle, Last)  Male  Female Birth Date (Mo - Day - Yr) SSN / TIN  
[ ] - [ ] - [ ] [ ]

Street Address City State ZIP  
[ ] [ ] [ ] [ ]

U.S. Citizen  Resident Alien/Citizen of: [ ]

Non-Resident Alien/Citizen of: [ ] (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

**SECTION 2 ■ SUCCESSOR INFORMATION - NOTE: IF MORE THAN 4 SUCCESSORS SEE SECTION 7**

Indicate classifications of each Successor. Percentage of benefit for all Primary Successors must total 100%. Percentage of benefit for all Contingent Successors must total 100%.

Name (First, Middle, Last)  Male  Female Birth Date (Mo - Day - Yr)  
[ ] - [ ] - [ ]

Primary Relationship to Beneficial Owner SSN/TIN Percentage  
 Contingent [ ] [ ] [ ]%

Name (First, Middle, Last)  Male  Female Birth Date (Mo - Day - Yr)  
[ ] - [ ] - [ ]

Primary Relationship to Beneficial Owner SSN/TIN Percentage  
 Contingent [ ] [ ] [ ]%

Name (First, Middle, Last)  Male  Female Birth Date (Mo - Day - Yr)  
[ ] - [ ] - [ ]

Primary Relationship to Beneficial Owner SSN/TIN Percentage  
 Contingent [ ] [ ] [ ]%

Name (First, Middle, Last)  Male  Female Birth Date (Mo - Day - Yr)  
[ ] - [ ] - [ ]

Primary Relationship to Beneficial Owner SSN/TIN Percentage  
 Contingent [ ] [ ] [ ]%

**SECTION 3 ■ ANNUITY INFORMATION**

**A. TYPE OF CONTRACT TO BE ISSUED**

- Non-Qualified Beneficiary Annuity       Roth IRA Beneficiary Annuity       IRA Beneficiary Annuity

**B. PURCHASE PAYMENTS**

**Make all checks payable to Pruco Life Insurance Company. Purchase Payment amounts may be restricted by Pruco Life; please see your prospectus for details.**

**QUALIFIED CONTRACT PAYMENT TYPE**  
Indicate type of initial estimated payment(s).

- Transfer .....\$ \_\_\_\_\_  
 Direct Rollover .....\$ \_\_\_\_\_

**NON-QUALIFIED CONTRACT PAYMENT TYPE**  
Indicate type of initial estimated payment(s).

- 1035 Exchange .....\$ \_\_\_\_\_

**SECTION 4 ■ INVESTMENT SELECTION - NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS**

**A. INVESTMENT ALLOCATIONS - Note: Please review the below instructions prior to selecting your Investment Allocation**

> You may pick **ONE** of the Prudential Portfolio Combinations in Box 1 **OR** allocate among any of the portfolios and MVA Options listed in BOXES 2, 3 or 4 in any percentage combination totaling 100%.

**AUTOMATIC REBALANCING**

- Check here if you would like the below percentages to rebalance. Indicate the day of the month and frequency.  
Day of the Month (1st - 28th) \_\_\_\_\_ Rebalancing Frequency:  Monthly  Quarterly  Semi-Annually  Annually

**BOX 1 | Prudential Portfolio Combinations**

<input type="checkbox"/> <b>Combination 1</b> 25% AST Capital Growth Asset Allocation 25% AST Franklin Templeton Founding Funds Allocation 20% AST New Discovery Asset Allocation 30% AST First Trust Capital Appreciation Target	<input type="checkbox"/> <b>Combination 2</b> 25% AST FI Pyramis® Asset Allocation 25% AST J.P. Morgan Global Thematic 25% AST First Trust Capital Appreciation Target 25% AST Advanced Strategies	<input type="checkbox"/> <b>Combination 3</b> 30% AST Wellington Management Hedged Equity 20% AST BlackRock Global Strategies 20% AST Academic Strategies Asset Allocation 30% AST Advanced Strategies
<input type="checkbox"/> <b>Combination 4</b> 40% AST T. Rowe Price Asset Allocation 35% AST Balanced Asset Allocation 25% AST First Trust Balanced Target	<input type="checkbox"/> <b>Combination 5</b> 30% AST T. Rowe Price Asset Allocation 20% AST CLS Moderate Asset Allocation 15% AST Schrodgers Global Tactical 10% AST First Trust Balanced Target 25% AST Advanced Strategies	<input type="checkbox"/> <b>Combination 6</b> 20% AST CLS Moderate Asset Allocation 35% AST Schrodgers Multi-Asset World Strategies 30% AST Academic Strategies Asset Allocation 15% AST J.P. Morgan Strategic Opportunities
<input type="checkbox"/> <b>Combination 7</b> 30% AST T. Rowe Price Asset Allocation 70% AST Preservation Asset Allocation	<input type="checkbox"/> <b>Combination 8</b> 50% AST Preservation Asset Allocation 20% AST Horizon Moderate Asset Allocation 30% AST J.P. Morgan Strategic Opportunities	<input type="checkbox"/> <b>Combination 9</b> 25% AST Preservation Asset Allocation 75% AST J.P. Morgan Strategic Opportunities

Over time, the percentage that each Asset Allocation Portfolio you are invested in represents to your Account Value may vary from the original allocation percentage within the Prudential Portfolio Combination you selected. We will not automatically rebalance your variable Account Value to stay consistent with that original allocation, unless you specifically direct us to do so in the **Automatic Rebalancing** section above. In providing these Portfolio Combinations, we are not providing investment advice. You and your Financial Professional are responsible for determining which Portfolio Combinations or Sub-account(s) are best for you.

**BOX 2 | Asset Allocation Portfolios %**

**Traditional**

- AST Balanced Asset Allocation  
 AST Capital Growth Asset Allocation  
 AST FI Pyramis® Asset Allocation  
 AST Franklin Templeton Founding Funds Allocation  
 AST New Discovery Asset Allocation  
 AST Preservation Asset Allocation  
 AST T. Rowe Price Asset Allocation

**Tactical**

- AST Horizon Moderate Asset Allocation  
 AST J.P. Morgan Global Thematic  
 AST RCM World Trends  
 AST Schrodgers Global Tactical  
**Quantitative**  
 AST First Trust Balanced Target  
 AST First Trust Capital Appreciation Target

**Alternative**

- AST Academic Strategies Asset Allocation  
 AST Advanced Strategies  
 AST BlackRock Global Strategies  
 AST J.P. Morgan Strategic Opportunities  
 AST Schrodgers Multi-Asset World Strategies  
 AST Wellington Management Hedged Equity

**BOX 2 Total** \_\_\_\_\_ % (Continued)

**SECTION 4 ■ INVESTMENT SELECTION - NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS (continued)**

**BOX 3 | Additional Portfolios %**

**Large-Cap Growth**

- AST Goldman Sachs Concentrated Growth
- AST Jennison Large-Cap Growth
- AST Marsico Capital Growth
- AST MFS Growth
- AST T. Rowe Price Large-Cap Growth

**Large-Cap Blend**

- AST Clearbridge Dividend Growth
- AST QMA US Equity Alpha

**Large-Cap Value**

- AST BlackRock Value
- AST Goldman Sachs Large-Cap Value
- AST Jennison Large-Cap Value
- AST Large-Cap Value
- AST MFS Large-Cap Value
- AST T. Rowe Price Equity Income

**Mid-Cap Growth**

- AST Goldman Sachs Mid-Cap Growth
- AST Neuberger Berman Mid-Cap Growth

**Mid-Cap Value**

- AST Mid-Cap Value
- AST Neuberger Berman / LSV Mid-Cap Value

**Fixed Income**

- AST High Yield
- AST Lord Abbett Core Fixed Income
- AST Money Market

- AST Neuberger Berman Core Bond

- AST PIMCO Limited Maturity Bond

- AST PIMCO Total Return Bond

- AST Prudential Core Bond

- AST T. Rowe Price Global Bond

- AST Western Asset Core Plus Bond

- AST Western Asset Emerging Markets Debt

**Small-Cap Growth**

- AST Federated Aggressive Growth
- AST Small-Cap Growth

**Small-Cap Value**

- AST Goldman Sachs Small-Cap Value
- AST Small-Cap Value

**International Equity**

- AST AQR Emerging Markets Equity
- AST International Growth
- AST International Value
- AST J.P. Morgan International Equity
- AST MFS Global Equity
- AST Parametric Emerging Markets Equity
- AST QMA Emerging Markets Equity

**Specialty Portfolio**

- AST Cohen & Steers Realty
- AST Global Real Estate
- AST Quantitative Modeling
- AST T. Rowe Price Natural Resources

**BOX 3 Total**  %

**BOX 4 | MVA Options % (May not be available in all states)**

- 3 -Year Guarantee Period
- 5 -Year Guarantee Period
- 7 -Year Guarantee Period
- 10 -Year Guarantee Period

**BOX 4 Total**  %

**CUMULATIVE (TOTAL 100%)**  %

**SECTION 5 ■ E-Documents**

By providing my e-mail address below, and my signature in Section 11 of this application, I consent to receive and accept documents electronically during the duration of my variable annuity contract. These documents include, but are not limited to: account statements, confirmations, privacy notices, tax documents, prospectuses and prospectus supplements, annual and semi-annual reports, proxy statements, and correspondence. This consent will continue unless and until I revoke my consent by notifying Prudential at which time I will begin receiving paper documents by mail. I understand that e-mail notifications will be sent to me, indicating that documents are available, and will include instructions on how to quickly and easily access the documents by going to Prudential's website.

Certain types of correspondence may still be delivered to you by paper mail. Registration on Prudential's website is required for electronic delivery. There are no fees charged by Prudential for the e-Documents service or for paper documents. You must have a computer with Internet access, an active e-mail account, and Adobe Acrobat Reader to view your documents electronically. You can download Adobe Acrobat at no charge. See your Internet Service Provider for any other access fees that may apply.

E-mail Address

**SECTION 6 ■ FINANCIAL PROFESSIONAL AUTHORIZATION**

**If not checked** we will assume that your answers are "YES" to Perform Contract Maintenance and Provide Investment/Allocation Instructions. For definitions, see Definitions and Disclosures.

**DO YOU AUTHORIZE** your Financial Professional to perform any of the designated activities below?  Yes  No  
Please indicate what designated activities you authorize your Financial Professional to have:

- Perform Contract Maintenance**
- Provide Investment/Allocation Instructions**

## SECTION 7 ■ ADDITIONAL INFORMATION

**If needed for:** • Special Instructions • Beneficiaries • Contingent Annuitant (for custodial business only)  
• Annuity Replacement • Entity Authorized Individuals

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## SECTION 8 ■ NOTICES & DISCLAIMERS

**ALABAMA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ALASKA:** All statements and descriptions in an application for an insurance policy or annuity contract, or in negotiations for the policy or contract, by or in behalf of the insured or annuitant, shall be considered to be representations and not warranties. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the policy or contract unless either (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; or (3) the insurer in good faith would either not have issued the policy or contract, or would not have issued a policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

**ARIZONA:** Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

**CALIFORNIA:** If any Participant(s)/Owner(s) (or Annuitant for entity-owned contracts) is age 60 or older, you are required to complete the "Important Information for Annuities Issued or Delivered in California" form.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MAINE, TENNESSEE, VIRGINIA, and WASHINGTON:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**MARYLAND:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NORTH CAROLINA: North Carolina residents must respond to this question:**

1. Did you receive a prospectus for this annuity?  Yes  No
2. Do you believe the annuity meets your financial objectives and anticipated future financial needs?  Yes  No

**OHIO:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA: WARNING** — Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON and VERMONT:** — Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**ALL OTHER STATES:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## SECTION 9 ■ OWNER ACKNOWLEDGEMENTS

By checking this box and signing below, I consent to receiving the prospectus for this variable annuity on the compact disc (the "CD Prospectus") contained within the sales kit for this annuity. I acknowledge that I (i) have access to a personal computer or similar device (ii) have the ability to read the CD Prospectus using that technology and (iii) am willing to incur whatever costs are associated with using and maintaining that technology. With regard to prospectus supplements and other amended/updated prospectuses created in the future, I understand that such documents may be delivered to me in paper form.

- I represent that the Annuity for which I am applying is not being purchased for speculation, arbitrage, viatication or any other type of collective investment scheme now or at any time prior to its termination; and
- I acknowledge that the Annuity for which I am applying may not be traded on any stock exchange or secondary market; and
- I represent that I am not being compensated in any way for the purchase of the Annuity for which I am applying; and
- I understand that if I have purchased another Non-Qualified Annuity from Pruco Life or an affiliated company this calendar year that they will be considered as one annuity for tax purposes. If I take a distribution from any of these contracts, the taxable amount of the distribution will be reported to me and the IRS based on the earnings in all such contracts purchased during this calendar year; and
- This variable annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs; and
- I understand that annuity payments, benefits or surrender values, when based on the investment experience of the separate account investment options, are variable and not guaranteed as to a dollar amount; and
- I represent to the best of my knowledge and belief that the statements made in this application are true and complete; and
- I acknowledge that I have received a current prospectus for this annuity; and
- Amounts allocated to an MVA Option may be subject to a Market Value Adjustment if withdrawn or transferred at any time other than during the 30 day period prior to the MVA Option's Maturity Date. See prospectus for details.

## SECTION 10 ■ OWNER & FINANCIAL PROFESSIONAL - REPLACEMENT INFORMATION

**REQUIRED** ➔ Both the Owner Response and the Financial Professional Response columns must be completed.

Replacement Questions	Owner Response	Financial Professional Response
Does the Owner have any existing individual life insurance policies or annuity contracts? <i>(If yes, a State Replacement Form is required for NAIC model regulation states.)</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this annuity replace or change any existing individual life insurance policies or annuity contracts? <i>(If yes, complete the following and submit a State Replacement Form, if required.)</i> If yes - Company: _____ Policy #: _____ Year Issued : _____	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is the Beneficiary currently receiving payments or allowances via a stretch or legacy contract from another carrier and is that contract(s) being lapsed, surrendered, substantially surrendered or otherwise terminated in order to fund the contract being applied for? <i>(If yes, submit a State Replacement Form, if required.)</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	

**IMPORTANT** ➔ Proceeds from a Life Insurance Policy may not be used to fund the Beneficiary Annuity for which you are applying.

**SECTION 11 ■ OWNER SIGNATURE(S)**

By signing below and having entered an e-mail address in Section 5, E-Documents, I am providing my informed consent to receive standard regulatory documents and other documents listed in Section 5 by electronic delivery.

**REQUIRED** ➔

State where signed \_\_\_\_\_

(If contract is issued in a State other than the Beneficial Owner's State of Residence, a Contract Situs Form may be required.)

**OWNER'S TAX CERTIFICATION (SUBSTITUTE W-9)**

Under penalty of perjury, I certify that the taxpayer identification number (TIN) I have listed on this form is my correct TIN. I further certify that the citizenship/residency status I have listed on this form is my correct citizenship/residency status.

I have been notified by the Internal Revenue Service that I am subject to backup withholding due to underreporting of interest or dividends.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

**SIGN HERE** ➔

\_\_\_\_\_  
Beneficial Owner Signature

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Month Day Year

**SIGN HERE** ➔

\_\_\_\_\_  
For Trust Owned Agreements: Key Life

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Month Day Year

**TITLE (If Any)** ➔

\_\_\_\_\_

*If signing on behalf of an entity, you must indicate your official title / position with the entity; if signing as a Trustee for a Trust, please provide the Trustee designation.*





**Annuities Service Center**  
 Financial Professionals:  
 1-800-513-0805  
 Fax 1-800-576-1217  
 www.prudentialannuities.com

**Regular Mail Delivery**  
 Annuities Service Center  
 P.O. Box 7960  
 Philadelphia, PA 19176

**Overnight Service, Certified or Registered Mail Delivery**  
 Prudential Annuities Service Center  
 2101 Welsh Road  
 Dresher, PA 19025

# Premier<sup>®</sup> Retirement

## Variable Annuity Application Form

Annuities are issued by Pruco Life Insurance Company

### SECTION 1 ■ OWNERSHIP INFORMATION

#### A. TYPE OF OWNERSHIP - Select One

Non Entity:  Individual       Joint       UTMA/UGMA  
 Entity:       Custodian       C Corporation\*       S Corporation\*       Trust\*

*\*If the Owner is a Trust, Corporation or other entity you must complete and submit the Certificate of Entity form with this application.*

#### B. OWNER

Name (First, Middle, Last, or Trust / Entity)       Male       Female      Birth Date (Mo - Day - Yr)      SSN / TIN  
 \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_  
 Street Address      City      State      ZIP  
 \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 U.S. Citizen       Resident Alien/Citizen of: \_\_\_\_\_  
 Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

#### C. CO-OWNER - Not available for entity-owned Annuities or Qualified Annuities.

Check here to designate the Co-Owners as each other's Primary Beneficiary.  
 Name (First, Middle, Last)       Male       Female      Birth Date (Mo - Day - Yr)      SSN / TIN  
 \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_  
 Street Address      City      State      ZIP  
 \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_  
 U.S. Citizen       Resident Alien/Citizen of: \_\_\_\_\_  
 Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))  
 Relationship to Owner: \_\_\_\_\_

#### D. ANNUITANT - Complete this Section if the Annuitant is not the Owner.

Name (First, Middle, Last)       Male       Female      Birth Date (Mo - Day - Yr)      SSN / TIN  
 \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_  
 Street Address      City      State      ZIP  
 \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_  
 U.S. Citizen       Resident Alien/Citizen of: \_\_\_\_\_  
 Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

**SECTION 2 ■ BENEFICIARY INFORMATION - NOTE: IF MORE THAN 3 BENEFICIARIES SEE SECTION 7**

- For Custodial IRA contracts, the Custodian must be listed as the Beneficiary.
- For Qualified contracts (Profit Sharing Plan, 401(k), etc.) other than an IRA, Roth IRA, SEP-IRA or 403(b), the Plan must be listed as the Beneficiary.

Indicate classifications of each Beneficiary. Percentage of benefit for all Primary Beneficiaries must total 100%. Percentage of benefit for all Contingent Beneficiaries must total 100%. If the Co-Owners have been chosen as each other's Primary Beneficiary, then only Contingent Beneficiaries may be designated below.

Name (First, Middle, Last)	<input type="checkbox"/> Male <input type="checkbox"/> Female	Birth Date (Mo - Day - Yr)	
<input type="checkbox"/> Primary	Relationship	SSN/TIN	Percentage
<input type="checkbox"/> Contingent			%

  

Name (First, Middle, Last)	<input type="checkbox"/> Male <input type="checkbox"/> Female	Birth Date (Mo - Day - Yr)	
<input type="checkbox"/> Primary	Relationship	SSN/TIN	Percentage
<input type="checkbox"/> Contingent			%

  

Name (First, Middle, Last)	<input type="checkbox"/> Male <input type="checkbox"/> Female	Birth Date (Mo - Day - Yr)	
<input type="checkbox"/> Primary	Relationship	SSN/TIN	Percentage
<input type="checkbox"/> Contingent			%

**SECTION 3 ■ ANNUITY INFORMATION**

**A. TYPE OF CONTRACT TO BE ISSUED**

- Non-Qualified   
  SEP-IRA\*   
  Roth 401(k)\*(Plan Year) \_\_\_\_\_   
  457(b)\*(gov't. entity)  
 401\*(Plan Year) \_\_\_\_\_   
  IRA   
  Roth IRA   
  403(b)\*   
  457(b)\*(501(c) tax-exempt)  
 Other \_\_\_\_\_

*\*The following information is required if the contract being requested is an employer plan **only**:*

Employer Plan No. (if available)	Employer Plan Phone No.		
_____	_____		
Employer Plan Name	Employer Plan Contact Name		
_____	_____		
Street Address	City	State	ZIP
_____	_____	_____	_____

**B. PURCHASE PAYMENTS**

**Make all checks payable to Pruco Life Insurance Company. Purchase Payment amounts may be restricted by Pruco Life; please see your prospectus for details.**

**SOURCE OF FUNDS**

- Non-Qualified   
  SEP-IRA   
  403(b)   
  Traditional IRA   
  401(a)   
  Roth IRA   
  401(k)  
 Other \_\_\_\_\_

**QUALIFIED CONTRACT PAYMENT TYPE**

*Indicate type of initial estimated payment(s).*

- Transfer ..... \$ \_\_\_\_\_  
 Rollover ..... \$ \_\_\_\_\_  
 Direct Rollover ..... \$ \_\_\_\_\_  
 IRA / Roth IRA  
 Contribution ..... \$ \_\_\_\_\_ for tax year \_\_\_\_\_

**NON-QUALIFIED CONTRACT PAYMENT TYPE**

*Indicate type of initial estimated payment(s).*

- 1035 Exchange ..... \$ \_\_\_\_\_  
 Amount Enclosed ..... \$ \_\_\_\_\_  
 CD Transfer or  
 Mutual Fund Redemption ... \$ \_\_\_\_\_

*If no year is indicated, contribution defaults to current tax year.*

**SECTION 3 ■ ANNUITY INFORMATION (continued)**

**C. OPTIONAL BENEFITS (ONLY ONE may be chosen)**

Age restrictions must be met. Investment restrictions and additional charges apply. Optional Benefit riders may not be available in all states or may vary. Please see the prospectus for full details.

- Highest Daily Lifetime® Income v2.1  Spousal Highest Daily Lifetime® Income v2.1

**SECTION 4 ■ INVESTMENT SELECTION - NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS**

**A. 6 OR 12 MONTH DOLLAR COST AVERAGING (DCA) PROGRAM - Please see the prospectus for details on this program.**

If not enrolling in 6 or 12 Month DCA, proceed to Section 4B.

If enrolling in 6 or 12 Month DCA, check the applicable box and proceed to Section 4B to select the Portfolios to which your DCA transfers will be allocated. You may not participate in both the 6 and 12 Month DCA at the same time.

**6 or 12 Month DCA may not be available in all states.**

- 6 Month DCA [ ] % of purchase payment **OR**  12 Month DCA [ ] % of purchase payment

Each time you make an additional Purchase Payment, you need to elect a new 6 or 12 Month DCA program for that additional purchase payment.

*If you choose to allocate less than 100% of your purchase payment to the 6 or 12 month DCA program, the remaining percentage of your purchase payment will be allocated to the investments you select in Section 4B.*

**B. INVESTMENT ALLOCATIONS - Note: Please review the below instructions prior to selecting your Investment Allocation**

**If you elected an Optional Benefit in Section 3C:**

- 1. You may pick **ONE** of the **Prudential Portfolio Combinations** in Box 1; **OR**
- 2. You may choose from the **Asset Allocation Portfolios** in Box 2. Indicate the percent of your investment for each Asset Allocation. Allocations made among these portfolios must total 100% (BOX 2); **OR**
- 3. **Custom Portfolios Program:** You must allocate at least 30% among the individual portfolios listed in BOX 3 and the remaining percentage among the individual portfolios listed in BOX 2 and BOX 4 in any percent combinations. The Custom Portfolios Program will automatically be rebalanced quarterly to the allocations selected.

**If you did NOT elect an Optional Benefit in Section 3C:**

You may pick one of the Prudential Portfolio Combinations in Box 1; OR allocate among any of the portfolios listed in BOXES 2, 3, or 4 in any percentage combination totaling 100%.

**AUTOMATIC REBALANCING**

Check here if you would like the below percentages to rebalance. Indicate the day of the month and frequency.

Day of the Month (1st - 28th) \_\_\_\_\_ Rebalancing Frequency:  Monthly  Quarterly  Semi-Annually  Annually

**BOX 1 | Prudential Portfolio Combinations**

<input type="checkbox"/> <b>Combination 1</b> 25% AST Capital Growth Asset Allocation 25% AST Franklin Templeton Founding Funds Allocation 20% AST New Discovery Asset Allocation 30% AST First Trust Capital Appreciation Target	<input type="checkbox"/> <b>Combination 2</b> 25% AST FI Pyramis® Asset Allocation 25% AST J.P. Morgan Global Thematic 25% AST First Trust Capital Appreciation Target 25% AST Advanced Strategies	<input type="checkbox"/> <b>Combination 3</b> 30% AST Wellington Management Hedged Equity 20% AST BlackRock Global Strategies 20% AST Academic Strategies Asset Allocation 30% AST Advanced Strategies
<input type="checkbox"/> <b>Combination 4</b> 40% AST T. Rowe Price Asset Allocation 35% AST Balanced Asset Allocation 25% AST First Trust Balanced Target	<input type="checkbox"/> <b>Combination 5</b> 30% AST T. Rowe Price Asset Allocation 20% AST CLS Moderate Asset Allocation 15% AST Schroders Global Tactical 10% AST First Trust Balanced Target 25% AST Advanced Strategies	<input type="checkbox"/> <b>Combination 6</b> 20% AST CLS Moderate Asset Allocation 35% AST Schroders Multi-Asset World Strategies 30% AST Academic Strategies Asset Allocation 15% AST J.P. Morgan Strategic Opportunities
<input type="checkbox"/> <b>Combination 7</b> 30% AST T. Rowe Price Asset Allocation 70% AST Preservation Asset Allocation	<input type="checkbox"/> <b>Combination 8</b> 50% AST Preservation Asset Allocation 20% AST Horizon Moderate Asset Allocation 30% AST J.P. Morgan Strategic Opportunities	<input type="checkbox"/> <b>Combination 9</b> 25% AST Preservation Asset Allocation 75% AST J.P. Morgan Strategic Opportunities

**SECTION 4 ■ INVESTMENT SELECTION - NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS (continued)**

Over time, the percentage that each Asset Allocation Portfolio you are invested in represents to your Account Value may vary from the original allocation percentage within the Prudential Portfolio Combination you selected. We will not automatically rebalance your variable Account Value to stay consistent with that original allocation, unless you specifically direct us to do so in the **Automatic Rebalancing** section above. In providing these Portfolio Combinations, we are not providing investment advice. You and your Financial Professional are responsible for determining which Portfolio Combinations or Sub-account(s) are best for you.

**BOX 2 | Asset Allocation Portfolios %**

**Traditional**

- AST Balanced Asset Allocation
- AST Capital Growth Asset Allocation
- AST FI Pyramis® Asset Allocation
- AST Franklin Templeton Founding Funds Allocation
- AST New Discovery Asset Allocation
- AST Preservation Asset Allocation
- AST T. Rowe Price Asset Allocation

**Tactical**

- AST Horizon Moderate Asset Allocation
- AST J.P. Morgan Global Thematic
- AST RCM World Trends
- AST Schroders Global Tactical

**Quantitative**

- AST First Trust Balanced Target
- AST First Trust Capital Appreciation Target

**Alternative**

- AST Academic Strategies Asset Allocation
- AST Advanced Strategies
- AST BlackRock Global Strategies
- AST J.P. Morgan Strategic Opportunities
- AST Schroders Multi-Asset World Strategies
- AST Wellington Management Hedged Equity

**BOX 2 Total**  %

**BOX 3 | Bond Portfolios %**

- AST Lord Abbett Core Fixed Income
- AST Neuberger Berman Core Bond
- AST PIMCO Total Return Bond
- AST Prudential Core Bond
- AST Western Asset Core Plus Bond

**BOX 3 Total**  %

**BOX 4 | Additional Portfolios %**

**Large-Cap Growth**

- AST Goldman Sachs Concentrated Growth
- AST Jennison Large-Cap Growth
- AST Marsico Capital Growth
- AST MFS Growth
- AST T. Rowe Price Large-Cap Growth

**Large-Cap Blend**

- AST Clearbridge Dividend Growth
- AST QMA US Equity Alpha

**Large-Cap Value**

- AST BlackRock Value
- AST Goldman Sachs Large-Cap Value
- AST Jennison Large-Cap Value
- AST Large-Cap Value
- AST MFS Large-Cap Value
- AST T. Rowe Price Equity Income

**Mid-Cap Growth**

- AST Goldman Sachs Mid-Cap Growth
- AST Neuberger Berman Mid-Cap Growth

**Mid-Cap Value**

- AST Mid-Cap Value
- AST Neuberger Berman / LSV Mid-Cap Value

**Fixed Income**

- AST High Yield
- AST Money Market
- AST PIMCO Limited Maturity Bond
- AST T. Rowe Price Global Bond
- AST Western Asset Emerging Markets Debt\*

**Small-Cap Growth**

- AST Federated Aggressive Growth
- AST Small-Cap Growth

**Small-Cap Value**

- AST Goldman Sachs Small-Cap Value
- AST Small-Cap Value

**International Equity**

- AST AQR Emerging Markets Equity
- AST International Growth
- AST International Value
- AST J.P. Morgan International Equity
- AST MFS Global Equity
- AST Parametric Emerging Markets Equity
- AST QMA Emerging Markets Equity

**Specialty Portfolio**

- AST Cohen & Steers Realty
- AST Global Real Estate
- AST T. Rowe Price Natural Resources

**BOX 4 Total**  %

\*Not available with any optional benefits.

**CUMULATIVE (TOTAL 100%)**  %

## SECTION 5 ■ E-Documents

By providing my e-mail address below, and my signature in Section 11 of this application, I consent to receive and accept documents electronically during the duration of my variable annuity contract. These documents include, but are not limited to: account statements, confirmations, privacy notices, tax documents, prospectuses and prospectus supplements, annual and semi-annual reports, proxy statements, and correspondence. This consent will continue unless and until I revoke my consent by notifying Prudential at which time I will begin receiving paper documents by mail. I understand that e-mail notifications will be sent to me, indicating that documents are available, and will include instructions on how to quickly and easily access the documents by going to Prudential's website.

Certain types of correspondence may still be delivered to you by paper mail. Registration on Prudential's website is required for electronic delivery. There are no fees charged by Prudential for the e-Documents service or for paper documents. You must have a computer with Internet access, an active e-mail account, and Adobe Acrobat Reader to view your documents electronically. You can download Adobe Acrobat at no charge. See your Internet Service Provider for any other access fees that may apply.

E-mail Address \_\_\_\_\_

## SECTION 6 ■ FINANCIAL PROFESSIONAL AUTHORIZATION

**If not checked** we will assume that your answers are "YES" to Perform Contract Maintenance and Provide Investment/Allocation Instructions. For definitions, see Definitions and Disclosures.

**DO YOU AUTHORIZE** your Financial Professional to perform any of the designated activities below?  Yes  No  
Please indicate what designated activities you authorize your Financial Professional to have:

- Perform Contract Maintenance**       **Provide Investment/Allocation Instructions**

## SECTION 7 ■ ADDITIONAL INFORMATION

**If needed for:** • Special Instructions      • Beneficiaries      • Contingent Annuitant (for custodial business only)  
• Annuity Replacement      • Entity Authorized Individuals

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SECTION 8 ■ NOTICES & DISCLAIMERS

**ALABAMA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ALASKA:** All statements and descriptions in an application for an insurance policy or annuity contract, or in negotiations for the policy or contract, by or in behalf of the insured or annuitant, shall be considered to be representations and not warranties. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the policy or contract unless either (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; or (3) the insurer in good faith would either not have issued the policy or contract, or would not have issued a policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

**ARIZONA:** Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

**CALIFORNIA:** If any Participant(s)/Owner(s) (or Annuitant for entity-owned contracts) is age 60 or older, you are required to complete the "Important Information for Annuities Issued or Delivered in California" form.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MAINE, TENNESSEE, VIRGINIA, and WASHINGTON:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

(Continued)

## SECTION 8 ■ NOTICES & DISCLAIMERS (continued)

**MARYLAND:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NORTH CAROLINA: North Carolina residents must respond to this question:**

1. Did you receive a prospectus for this annuity?  Yes  No
2. Do you believe the annuity meets your financial objectives and anticipated future financial needs?  Yes  No

**OHIO:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA: WARNING** — Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON and VERMONT:** — Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**ALL OTHER STATES:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## SECTION 9 ■ OWNER ACKNOWLEDGEMENTS

- By checking this box and signing below, I consent to receiving the prospectus for this variable annuity on the compact disc (the "CD Prospectus") contained within the sales kit for this annuity. I acknowledge that I (i) have access to a personal computer or similar device (ii) have the ability to read the CD Prospectus using that technology and (iii) am willing to incur whatever costs are associated with using and maintaining that technology. With regard to prospectus supplements and other amended/updated prospectuses created in the future, I understand that such documents may be delivered to me in paper form.
- 
- I represent that the Annuity for which I am applying is not being purchased for speculation, arbitrage, viatication or any other type of collective investment scheme now or at any time prior to its termination; and
  - I acknowledge that the Annuity for which I am applying may not be traded on any stock exchange or secondary market; and
  - I represent that I am not being compensated in any way for the purchase of the Annuity for which I am applying; and
  - I understand that if I have purchased another Non-Qualified Annuity from Pruco Life or an affiliated company this calendar year that they will be considered as one annuity for tax purposes. If I take a distribution from any of these contracts, the taxable amount of the distribution will be reported to me and the IRS based on the earnings in all such contracts purchased during this calendar year; and
  - This variable annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs; and
  - I understand that annuity payments, benefits or surrender values, when based on the investment experience of the separate account investment options, are variable and not guaranteed as to a dollar amount; and
  - I represent to the best of my knowledge and belief that the statements made in this application are true and complete; and
  - I acknowledge that I have received a current prospectus for this annuity.

**SECTION 10 ■ OWNER & FINANCIAL PROFESSIONAL - REPLACEMENT INFORMATION**

**REQUIRED** ➔ Both the Owner Response and the Financial Professional Response columns must be completed.

Replacement Questions	Owner Response	Financial Professional Response
Does the Owner have any existing individual life insurance policies or annuity contracts? <i>(If yes, a State Replacement Form is required for NAIC model regulation states.)</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this annuity replace or change any existing individual life insurance policies or annuity contracts? <i>(If yes, complete the following and submit a State Replacement Form, if required.)</i>  If yes - Company: _____  Policy #: _____   Year Issued : _____	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

**SECTION 11 ■ OWNER SIGNATURE(S)**

By signing below and having entered an e-mail address in Section 5, E-Documents, I am providing my informed consent to receive standard regulatory documents and other documents listed in Section 5 by electronic delivery.

**REQUIRED** ➔ State where signed \_\_\_\_\_ *(If contract is issued in a State other than the Owner's State of Residence, a Contract Situs Form may be required.)*

**OWNER'S TAX CERTIFICATION (SUBSTITUTE W-9)**

Under penalty of perjury, I certify that the taxpayer identification number (TIN) I have listed on this form is my correct TIN. I further certify that the citizenship/residency status I have listed on this form is my correct citizenship/residency status.  
 I have been notified by the Internal Revenue Service that I am subject to backup withholding due to underreporting of interest or dividends.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**SIGN HERE** ➔ \_\_\_\_\_  
Owner Signature \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Month            Day            Year

**TITLE (if any)** ➔ \_\_\_\_\_  
If signing on behalf of an entity, you must indicate your official title / position with the entity; if signing as a Trustee for a Trust, please provide the Trustee designation.

**SIGN HERE** ➔ \_\_\_\_\_  
Co-Owner Signature \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Month            Day            Year

**SIGN HERE** ➔ \_\_\_\_\_  
Annuitant Signature *(if different from Owner)* \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Month            Day            Year





**Annuities Service Center**  
 Financial Professionals:  
 1-800-513-0805  
 Fax 1-800-576-1217  
 www.prudentialannuities.com

**Regular Mail Delivery**  
 Annuities Service Center  
 P.O. Box 7960  
 Philadelphia, PA 19176

**Overnight Service, Certified or Registered Mail Delivery**  
 Prudential Annuities Service Center  
 2101 Welsh Road  
 Dresher, PA 19025

# Premier® Retirement

## Variable Annuity Application Form

Annuities are issued by Pruco Life Insurance Company

**PRODUCT SELECTION** ▶

\_\_\_\_\_ B Series    \_\_\_\_\_ L Series    \_\_\_\_\_ C Series

**SECTION 1 ■ OWNERSHIP INFORMATION**

**A. TYPE OF OWNERSHIP - Select One**

Non Entity:  Individual     Joint     UTMA/UGMA  
 Entity:  Custodian     C Corporation\*     S Corporation\*     Trust\*

\*If the Owner is a Trust, Corporation or other entity you must complete and submit the Certificate of Entity form with this application.

**B. OWNER**

Name (First, Middle, Last, or Trust / Entity)     Male     Female    Birth Date (Mo - Day - Yr)    SSN / TIN  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_    \_\_\_\_\_

Street Address    City    State    ZIP  
 \_\_\_\_\_

Telephone Number \_\_\_\_\_

U.S. Citizen     Resident Alien/Citizen of: \_\_\_\_\_

Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

**C. CO-OWNER - Not available for entity-owned Annuities or Qualified Annuities.**

Check here to designate the Co-Owners as each other's Primary Beneficiary.

Name (First, Middle, Last)     Male     Female    Birth Date (Mo - Day - Yr)    SSN / TIN  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_    \_\_\_\_\_

Street Address    City    State    ZIP  
 \_\_\_\_\_

U.S. Citizen     Resident Alien/Citizen of: \_\_\_\_\_

Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

Relationship to Owner: \_\_\_\_\_

**D. ANNUITANT - Complete this Section if the Annuitant is not the Owner.**

Name (First, Middle, Last)     Male     Female    Birth Date (Mo - Day - Yr)    SSN / TIN  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_    \_\_\_\_\_

Street Address    City    State    ZIP  
 \_\_\_\_\_

U.S. Citizen     Resident Alien/Citizen of: \_\_\_\_\_

Non-Resident Alien/Citizen of: \_\_\_\_\_ (Submit IRS Form W-8 (BEN, ECI, EXP or IMY))

**SECTION 2 ■ BENEFICIARY INFORMATION - NOTE: IF MORE THAN 3 BENEFICIARIES SEE SECTION 7**

- For Custodial IRA contracts, the Custodian must be listed as the Beneficiary.
- For Qualified contracts (Profit Sharing Plan, 401(k), etc.) other than an IRA, Roth IRA, SEP-IRA or 403(b), the Plan must be listed as the Beneficiary.

Indicate classifications of each Beneficiary. Percentage of benefit for all Primary Beneficiaries must total 100%. Percentage of benefit for all Contingent Beneficiaries must total 100%. If the Co-Owners have been chosen as each other's Primary Beneficiary, then only Contingent Beneficiaries may be designated below.

Name (First, Middle, Last)  Male  Female Birth Date (Mo - Day - Yr)  
 \_\_\_\_\_ - \_\_\_\_\_  
 Primary Relationship SSN/TIN Percentage  
 Contingent \_\_\_\_\_ %

Name (First, Middle, Last)  Male  Female Birth Date (Mo - Day - Yr)  
 \_\_\_\_\_ - \_\_\_\_\_  
 Primary Relationship SSN/TIN Percentage  
 Contingent \_\_\_\_\_ %

Name (First, Middle, Last)  Male  Female Birth Date (Mo - Day - Yr)  
 \_\_\_\_\_ - \_\_\_\_\_  
 Primary Relationship SSN/TIN Percentage  
 Contingent \_\_\_\_\_ %

**SECTION 3 ■ ANNUITY INFORMATION**

**A. TYPE OF CONTRACT TO BE ISSUED**

- Non-Qualified  SEP-IRA\*  Roth 401(k)\*(Plan Year) \_\_\_\_\_  457(b)\*(gov't. entity)  
 401\*(Plan Year) \_\_\_\_\_  IRA  Roth IRA  403(b)\*  457(b)\*(501(c) tax-exempt)  
 Other \_\_\_\_\_

\*The following information is required if the contract being requested is an employer plan **only**:

Employer Plan No. (if available) Employer Plan Phone No.  
 \_\_\_\_\_  
 Employer Plan Name Employer Plan Contact Name  
 \_\_\_\_\_  
 Street Address City State ZIP  
 \_\_\_\_\_

**B. PURCHASE PAYMENTS**

**Make all checks payable to Pruco Life Insurance Company.** Purchase Payment amounts may be restricted by Pruco Life; please see your prospectus for details.

**SOURCE OF FUNDS**

- Non-Qualified  SEP-IRA  403(b)  Traditional IRA  401(a)  Roth IRA  401(k)  
 Other \_\_\_\_\_

**QUALIFIED CONTRACT PAYMENT TYPE**

Indicate type of initial estimated payment(s).

- Transfer ..... \$ \_\_\_\_\_  
 Rollover ..... \$ \_\_\_\_\_  
 Direct Rollover ..... \$ \_\_\_\_\_  
 IRA/ Roth IRA  
 Contribution ..... \$ \_\_\_\_\_ for tax year \_\_\_\_\_

If no year is indicated, contribution defaults to current tax year.

**NON-QUALIFIED CONTRACT PAYMENT TYPE**

Indicate type of initial estimated payment(s).

- 1035 Exchange ..... \$ \_\_\_\_\_  
 Amount Enclosed ..... \$ \_\_\_\_\_  
 CD Transfer or  
 Mutual Fund Redemption ... \$ \_\_\_\_\_

**SECTION 3 ■ ANNUITY INFORMATION (continued)**

**C. OPTIONAL BENEFITS (ONLY ONE may be chosen)**

Age restrictions must be met. Investment restrictions and additional charges apply. Optional Benefit riders may not be available in all states or may vary. Please see the prospectus for full details.

- Highest Daily Lifetime® Income v2.1
- Highest Daily Lifetime® Income v2.1 with Highest Daily Death Benefit
- Spousal Highest Daily Lifetime® Income v2.1
- Spousal Highest Daily Lifetime® Income v2.1 with Highest Daily Death Benefit

**SECTION 4 ■ INVESTMENT SELECTION - NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS**

**A. 6 OR 12 MONTH DOLLAR COST AVERAGING (DCA) PROGRAM - Please see the prospectus for details on this program.**

If not enrolling in 6 or 12 Month DCA, proceed to Section 4B.

If enrolling in 6 or 12 Month DCA, check the applicable box and proceed to Section 4B to select the Portfolios to which your DCA transfers will be allocated. You may not participate in both the 6 and 12 Month DCA at the same time.

**6 or 12 Month DCA may not be available in all states.**

- 6 Month DCA [ \_\_\_\_\_ ] % of purchase payment
- OR**
- 12 Month DCA [ \_\_\_\_\_ ] % of purchase payment

Each time you make an additional Purchase Payment, you need to elect a new 6 or 12 Month DCA program for that additional purchase payment.

*If you have elected a 6 or 12 month DCA program, you may NOT elect any of the MVA Options in Section 4B.*

*If you choose to allocate less than 100% of your purchase payment to the 6 or 12 month DCA program, the remaining percentage of your purchase payment will be allocated to the investments you select in Section 4B.*

**B. INVESTMENT ALLOCATIONS - Note: Please review the below instructions prior to selecting your Investment Allocation.**

**If you elected an Optional Benefit in Section 3C:**

1. You may pick **ONE** of the **Prudential Portfolio Combinations** in Box 1
- OR:**
2. You may choose from the Asset Allocation Portfolios in Box 2. Indicate the percent of your investment for each Asset Allocation. Allocations made among these portfolios must total 100%

**If you did NOT elect an Optional Benefit in Section 3C:**

1. You may pick **ONE** of the **Prudential Portfolio Combinations** in Box 1
- OR:**
2. You may choose from any of the Portfolios and MVA Options in Box 2, 3 or 4 in any percentage combination totaling 100%.

**AUTOMATIC REBALANCING**

- Check here if you would like the below percentages to rebalance. Indicate the day of the month and frequency.

Day of the Month (1st - 28th) \_\_\_\_\_ Rebalancing Frequency:  Monthly  Quarterly  Semi-Annually  Annually

**BOX 1 | Prudential Portfolio Combinations**

<input type="checkbox"/> <b>Combination 1</b> 25% AST Capital Growth Asset Allocation 25% AST Franklin Templeton Founding Funds Allocation 20% AST New Discovery Asset Allocation 30% AST First Trust Capital Appreciation Target	<input type="checkbox"/> <b>Combination 2</b> 25% AST FI Pyramis® Asset Allocation 25% AST J.P. Morgan Global Thematic 25% AST First Trust Capital Appreciation Target 25% AST Advanced Strategies	<input type="checkbox"/> <b>Combination 3</b> 30% AST Wellington Management Hedged Equity 20% AST BlackRock Global Strategies 20% AST Academic Strategies Asset Allocation 30% AST Advanced Strategies
<input type="checkbox"/> <b>Combination 4</b> 40% AST T. Rowe Price Asset Allocation 35% AST Balanced Asset Allocation 25% AST First Trust Balanced Target	<input type="checkbox"/> <b>Combination 5</b> 30% AST T. Rowe Price Asset Allocation 20% AST CLS Moderate Asset Allocation 15% AST Schroders Global Tactical 10% AST First Trust Balanced Target 25% AST Advanced Strategies	<input type="checkbox"/> <b>Combination 6</b> 20% AST CLS Moderate Asset Allocation 35% AST Schroders Multi-Asset World Strategies 30% AST Academic Strategies Asset Allocation 15% AST J.P. Morgan Strategic Opportunities
<input type="checkbox"/> <b>Combination 7</b> 30% AST T. Rowe Price Asset Allocation 70% AST Preservation Asset Allocation	<input type="checkbox"/> <b>Combination 8</b> 50% AST Preservation Asset Allocation 20% AST Horizon Moderate Asset Allocation 30% AST J.P. Morgan Strategic Opportunities	<input type="checkbox"/> <b>Combination 9</b> 25% AST Preservation Asset Allocation 75% AST J.P. Morgan Strategic Opportunities

**SECTION 4 ■ INVESTMENT SELECTION - NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS (continued)**

Over time, the percentage that each Asset Allocation Portfolio you are invested in represents to your Account Value may vary from the original allocation percentage within the Prudential Portfolio Combination you selected. We will not automatically rebalance your variable Account Value to stay consistent with that original allocation, unless you specifically direct us to do so in the **Automatic Rebalancing** section above. In providing these Portfolio Combinations, we are not providing investment advice. You and your Financial Professional are responsible for determining which Portfolio Combinations or Sub-account(s) are best for you.

**BOX 2 | Asset Allocation Portfolios %**

**Traditional**

- AST Balanced Asset Allocation
- AST Capital Growth Asset Allocation
- AST FI Pyramis® Asset Allocation
- AST Franklin Templeton Founding Funds Allocation
- AST New Discovery Asset Allocation
- AST Preservation Asset Allocation
- AST T. Rowe Price Asset Allocation

**Tactical**

- AST Horizon Moderate Asset Allocation
- AST J.P. Morgan Global Thematic
- AST RCM World Trends
- AST Schroders Global Tactical
- Quantitative**
- AST First Trust Balanced Target
- AST First Trust Capital Appreciation Target

**Alternative**

- AST Academic Strategies Asset Allocation
- AST Advanced Strategies
- AST BlackRock Global Strategies
- AST J.P. Morgan Strategic Opportunities
- AST Schroders Multi-Asset World Strategies
- AST Wellington Management Hedged Equity

**BOX 2 Total**  %

**BOX 3 | Additional Portfolios %**

**Large-Cap Growth**

- AST Goldman Sachs Concentrated Growth
- AST Jennison Large-Cap Growth
- AST Marsico Capital Growth
- AST MFS Growth
- AST T. Rowe Price Large-Cap Growth

**Large-Cap Blend**

- AST Clearbridge Dividend Growth
- AST QMA US Equity Alpha

**Large-Cap Value**

- AST BlackRock Value
- AST Goldman Sachs Large-Cap Value
- AST Jennison Large-Cap Value
- AST Large-Cap Value
- AST MFS Large-Cap Value
- AST T. Rowe Price Equity Income

**Mid-Cap Growth**

- AST Goldman Sachs Mid-Cap Growth
- AST Neuberger Berman Mid-Cap Growth

**Mid-Cap Value**

- AST Mid-Cap Value
- AST Neuberger Berman / LSV Mid-Cap Value

**Fixed Income**

- AST High Yield
- AST Lord Abbett Core Fixed Income
- AST Money Market
- AST Neuberger Berman Core Bond
- AST PIMCO Limited Maturity Bond
- AST PIMCO Total Return Bond
- AST Prudential Core Bond
- AST T. Rowe Price Global Bond
- AST Western Asset Core Plus Bond
- AST Western Asset Emerging Markets Debt

**Small-Cap Growth**

- AST Federated Aggressive Growth
- AST Small-Cap Growth

**Small-Cap Value**

- AST Goldman Sachs Small-Cap Value
- AST Small-Cap Value

**International Equity**

- AST AQR Emerging Markets Equity
- AST International Growth
- AST International Value
- AST J.P. Morgan International Equity
- AST MFS Global Equity
- AST Parametric Emerging Markets Equity
- AST QMA Emerging Markets Equity

**Specialty Portfolio**

- AST Cohen & Steers Realty
- AST Global Real Estate
- AST Quantitative Modeling
- AST T. Rowe Price Natural Resources

**BOX 3 Total**  %

**BOX 4 | MVA Options % (May not be available in all states)**

- 3 -Year Guarantee Period
- 5 -Year Guarantee Period
- 7 -Year Guarantee Period
- 10 -Year Guarantee Period

**BOX 4 Total**  %

**CUMULATIVE (TOTAL 100%)**  %

## SECTION 5 ■ E-Documents

By providing my e-mail address below, and my signature in Section 11 of this application, I consent to receive and accept documents electronically during the duration of my variable annuity contract. These documents include, but are not limited to: account statements, confirmations, privacy notices, tax documents, prospectuses and prospectus supplements, annual and semi-annual reports, proxy statements, and correspondence. This consent will continue unless and until I revoke my consent by notifying Prudential at which time I will begin receiving paper documents by mail. I understand that e-mail notifications will be sent to me, indicating that documents are available, and will include instructions on how to quickly and easily access the documents by going to Prudential's website.

Certain types of correspondence may still be delivered to you by paper mail. Registration on Prudential's website is required for electronic delivery. There are no fees charged by Prudential for the e-Documents service or for paper documents. You must have a computer with Internet access, an active e-mail account, and Adobe Acrobat Reader to view your documents electronically. You can download Adobe Acrobat at no charge. See your Internet Service Provider for any other access fees that may apply.

E-mail Address

## SECTION 6 ■ FINANCIAL PROFESSIONAL AUTHORIZATION

**If not checked** we will assume that your answers are "YES" to Perform Contract Maintenance and Provide Investment/Allocation Instructions. For definitions, see Definitions and Disclosures.

**DO YOU AUTHORIZE** your Financial Professional to perform any of the designated activities below?  Yes  No  
Please indicate what designated activities you authorize your Financial Professional to have:

Perform Contract Maintenance  Provide Investment/Allocation Instructions

## SECTION 7 ■ ADDITIONAL INFORMATION

**If needed for:** • Special Instructions • Beneficiaries • Contingent Annuitant (for custodial business only)  
• Annuity Replacement • Entity Authorized Individuals

## SECTION 8 ■ NOTICES & DISCLAIMERS

**ALABAMA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ALASKA:** All statements and descriptions in an application for an insurance policy or annuity contract, or in negotiations for the policy or contract, by or in behalf of the insured or annuitant, shall be considered to be representations and not warranties. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the policy or contract unless either (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; or (3) the insurer in good faith would either not have issued the policy or contract, or would not have issued a policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

**ARIZONA:** Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

**CALIFORNIA:** If any Participant(s)/Owner(s) (or Annuitant for entity-owned contracts) is age 60 or older, you are required to complete the "Important Information for Annuities Issued or Delivered in California" form.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MAINE, TENNESSEE, VIRGINIA, and WASHINGTON:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

(Continued)

## SECTION 8 ■ NOTICES & DISCLAIMERS (continued)

**MARYLAND:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NORTH CAROLINA: North Carolina residents must respond to this question:**

1. Did you receive a prospectus for this annuity?  Yes  No
2. Do you believe the annuity meets your financial objectives and anticipated future financial needs?  Yes  No

**OHIO:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA: WARNING** — Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON and VERMONT:** — Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**ALL OTHER STATES:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## SECTION 9 ■ OWNER ACKNOWLEDGEMENTS

- By checking this box and signing below, I consent to receiving the prospectus for this variable annuity on the compact disc (the "CD Prospectus") contained within the sales kit for this annuity. I acknowledge that I (i) have access to a personal computer or similar device (ii) have the ability to read the CD Prospectus using that technology and (iii) am willing to incur whatever costs are associated with using and maintaining that technology. With regard to prospectus supplements and other amended/updated prospectuses created in the future, I understand that such documents may be delivered to me in paper form.
- 
- I represent that the Annuity for which I am applying is not being purchased for speculation, arbitrage, viatication or any other type of collective investment scheme now or at any time prior to its termination; and
  - I acknowledge that the Annuity for which I am applying may not be traded on any stock exchange or secondary market; and
  - I represent that I am not being compensated in any way for the purchase of the Annuity for which I am applying; and
  - I understand that if I have purchased another Non-Qualified Annuity from Pruco Life or an affiliated company this calendar year that they will be considered as one annuity for tax purposes. If I take a distribution from any of these contracts, the taxable amount of the distribution will be reported to me and the IRS based on the earnings in all such contracts purchased during this calendar year; and
  - This variable annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs; and
  - I understand that annuity payments, benefits or surrender values, when based on the investment experience of the separate account investment options, are variable and not guaranteed as to a dollar amount; and
  - I represent to the best of my knowledge and belief that the statements made in this application are true and complete; and
  - I acknowledge that I have received a current prospectus for this annuity; and
  - Amounts allocated to an MVA Option may be subject to a Market Value Adjustment if withdrawn or transferred at any time other than during the 30 day period prior to the MVA Option's Maturity Date. See prospectus for details.





SERFF Tracking #:

PRUD-128822176

State Tracking #:

Company Tracking #:

IFSA-P-RID-HD(2/13)-KJ

State: Arkansas

Filing Company:

Pruco Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: P-RID-HD(2/13)

Project Name/Number: P-RID-HD(2/13)/P-RID-HD(2/13)

### Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Cover Letter		
Comments:			
Attachment(s):			
AR HDI 2.1 cover letter dtd 12-21-12.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):			
P-SCH-HD-HDB(2-13) SOV.pdf P-SCH-HD(2-13) Memo of Variability.pdf PRVA-APP(2-13) Memo of Variability.pdf P-IBVAA(2-13) Memo of Variability.pdf P-VAA(2-13) Memo of Variability.pdf P-RID-HD(2-13) Memo of Variability.pdf P-RID-HD-HDB(2-13) Memo of Variability.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Cert of Compliance		
Comments:			
Attachment(s):			
AR - 7 Cert of Compliance dtd 12-21-2012.pdf			



**Prudential Annuities**

1 Corporate Dr  
Shelton, CT 06484  
Tel 800-752-6342  
Fax 203-944-7737

A business of Prudential Financial, Inc.

**VIA SERFF**

December 21, 2012

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

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

Forms Submitted for Approval:

Rider Form P-RID-HD(2/13)

Schedule Supplement Form P-SCH-HD(2/13)

Rider Form P-RID-HD-HDB(2/13)

Schedule Supplement Form P-SCH-HD-HDB(2/13)

Application Form P-VAA(2/13)

Application Form P-IBVAA(2/13)

Application Form PRVA-APP(2/13)

Dear Commissioner Bradford:

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

Forms P-RID-HD(2/13) and P-SCH-HD(2/13) are similar to prior filed Forms P-RID-HD(7/12) and P-SCH-HD(7/12) that were approved by your Department on May 21, 2012 under SERFF tracking number PRUD-128357319.

Forms P-RID-HD-HDB(2/13) and P-SCH-HD-HDB(2/13) are similar to prior filed Forms P-RID-HD-HDB(7/12) and P-SCH-HD-HDB(7/12) that were also approved by your Department on May 21, 2012 under SERFF tracking number PRUD-128357319.

Just as in the prior approved rider forms, the above forms make provision for guaranteed minimum payments for the lifetime of a Designated Life (Lives), Single Designated Life or Spousal Designated Lives, as defined in the rider forms. The rider forms also provide for a "Protected Withdrawal Value" and makes use of a transfer formula similar in fashion to the prior approved rider forms. Additionally, Form P-RID-HD-HDB(2/13) also provides for a death benefit upon the death of the Single Designated Life or the Remaining Spousal Designated Life just as in the prior approved rider form.

The main difference between the forms that received prior approval and the forms being submitted now is that the Periodic Value Cut-Off Date restriction in the riders and as shown in the Schedule Supplement is replaced with a Roll-Up Rate End Date. Also, for clarification, we made minor grammatical and word changes throughout the forms.

The annuity forms submitted are designed for use for qualified and non-qualified sales, as defined in the Internal Revenue Code. Should these Riders be used with certain qualified sales described under the Internal Revenue Code, the

appropriate endorsement, approved or accepted by your Department, will be provided to the annuity holder and will be made part of the annuity to satisfy any federal qualified usage requirements.

Also, for your review and approval, this filing includes the referenced variable annuity application forms. The submitted applications have been modified for new business purposes and contain listings and checkboxes for the optional benefits contained in this filing. The submitted applications will replace the following previously approved applications and will be implemented in conjunction with the benefits contained in this filing.

<b>Submitted Application</b>	<b>Replaces</b>	<b>Approved</b>	<b>SERFF Tracking Number</b>
P-VAA(2/13)	P-VAA(2/10)	11/3/2009	PRUD-126355908
P-IBVAA(2/13)	P-IBVAA(2/10)	11/3/2009	PRUD-126355908
PRVA-APP(2/13)	PRVA-APP(5/11)	3/7/2011	PRUD-127061542

Any brackets in the rider forms or its respective Schedule Supplement indicate that we reserve the right to change the information shown within brackets, without re-filing with your Department, based on new business requirements and any specific classifications of annuity holders to which we wish to offer these benefits. Statements of Variable Material are included with this filing to describe how variable information may change.

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

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

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

Very truly yours,



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

Enclosures

**PRUCO LIFE INSURANCE COMPANY**

**MEMORANDUM OF VARIABILITY FOR  
HIGHEST DAILY LIFETIME INCOME v2.1 WITH HIGHEST DAILY DEATH BENEFIT  
SCHEDULE SUPPLEMENT P-SCH-HD-HDB(2/13)**

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

**VARIATIONS OF AN ADMINISTRATIVE NATURE:**

<b>Company Address</b>	The Company address is as indicated in the referenced annuity form. The address is subject to change over time.
<b>Benefit Version</b>	We would like to reserve the right to bracket the version of the benefit, while otherwise leaving the marketing name of the benefit intact, when variable information on the related schedule page submitted for your approval is adjusted.

**VARIATIONS BY ANNUITY PURCHASER:**

<b>Annuity Number</b>	This is the number assigned to the Annuity by us for record keeping purposes.
<b>Effective Date of the Rider</b>	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
<b>Single/Spousal Designated Life/Lives</b>	This item will reflect the name and birth date of the individual(s) for whom we issue this benefit as the Designated Life/Lives.

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

<b>Roll-Up Rate</b>	The Roll-Up Rate will range between 0% and 10% per year. In addition, Roll-Up Rates may vary, based on the period the benefit has been in effect under the Annuity, e.g., 5% for the first three years the benefit is in effect, 4% for the remainder of the period, etc.
<b>Roll-Up Rate End Date</b>	The Roll-Up Rate End Date may not be applicable or may be as high as 50 years from the Effective Date.
<b>Annual Income Percentage</b>	This percentage is based on attained age of the Single Designated Life or the younger of the Spousal Designated Lives. The range for this item is 1% to 10%.  The Attained Age of the Single Designated Life and the younger Spousal Designated Life will range between 40 and 90. There may be additional age bands in the future.
<b>Minimum Guarantee Payment</b>	This amount may range from \$25 to \$1000.
<b>Target Anniversary Date(s)</b>	The Target Anniversary Date may not be applicable or may be as high as the 50 <sup>th</sup> anniversary of the Effective Date.
<b>Guaranteed Base Value</b>	The Guaranteed Base Value Multiplier is based on the Target Anniversary Date of the benefit. The Guaranteed Base Value Multiplier may not be

<b>Multiplier</b>	<p>applicable or range from 1% to 1000%. If a Guaranteed Base Value Multiplier is shown, it will be presented in a table (example below) in the Schedule Supplement.</p> <table border="1" data-bbox="532 216 1382 310"> <thead> <tr> <th data-bbox="532 216 1044 279">[Target Anniversary Date</th> <th data-bbox="1044 216 1382 279">Guaranteed Base Value Multiplier</th> </tr> </thead> <tbody> <tr> <td data-bbox="532 279 1044 310">XX<sup>th</sup> Anniversary of the Effective Date</td> <td data-bbox="1044 279 1382 310">XXX%]</td> </tr> </tbody> </table>	[Target Anniversary Date	Guaranteed Base Value Multiplier	XX <sup>th</sup> Anniversary of the Effective Date	XXX%]
[Target Anniversary Date	Guaranteed Base Value Multiplier				
XX <sup>th</sup> Anniversary of the Effective Date	XXX%]				
<b>Transfer Account</b>	<p>This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. The Transfer Account is the AST Investment Grade Bond Portfolio. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.</p>				
<b>Charge for the Rider</b>	<p>The charge for this benefit is assessed on each quarterly anniversary of the Effective Date, at the quarterly equivalent of an annual rate, which will range from 0% to 2% for a Single Designated Life, and range from 0% to 2% for Spousal Designated Lives. The insert for the “Charge for the Rider” will indicate if the Rider has been elected on a Single or Spousal Designated Lives basis.</p>				
<b>Account Value “Floor”</b>	<p>If the “Floor” is applicable, the dollar amount in the formula may range from \$100 to \$1000, and the percentage may range from 1% to 10%.</p>				
<b>Transfer Calculation Formula</b>	<p>We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.</p>				
<b>90% Cap Rule</b>	<p>Transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the Cap may range from 50% to 100%.</p>				

**PRUCO LIFE INSURANCE COMPANY**

**MEMORANDUM OF VARIABILITY FOR HIGHEST DAILY LIFETIME INCOME v2.1 BENEFIT  
SCHEDULE SUPPLEMENT P-SCH-HD(2/13)**

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

**VARIATIONS OF AN ADMINISTRATIVE NATURE:** The following items may vary based on administrative changes that affect new business.

<b>Company Address</b>	The Company address is as indicated in the referenced annuity form. The address is subject to change over time.
<b>Benefit Version</b>	We would like to reserve the right to bracket the version of the benefit, while otherwise leaving the name of the benefit intact, when variable information on the related schedule page submitted for your approval is adjusted.

**VARIATIONS BY ANNUITY PURCHASER:**

<b>Annuity Number</b>	This is the number assigned to the Annuity by us for record keeping purposes.
<b>Effective Date of the Rider</b>	This date will be the Issue Date, if this benefit is elected at the time the Annuity is purchased, or a subsequent date, if this benefit is elected post-issue.
<b>Single/Spousal Designated Life/Lives</b>	This item will reflect the name and birth date of the individual(s) for whom we issue this benefit as the Designated Life/Lives.

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

<b>Roll-Up Rate</b>	The Roll-Up Rate will range between 0% and 10% per year. In addition, Roll-Up Rates may vary, based on the period the benefit has been in effect under the Annuity, e.g., 5% for the first three years the benefit is in effect, 4% for the remainder of the period, etc.
<b>Roll-Up Rate End Date</b>	The Roll-Up Rate End Date may not be applicable or may be as high as 50 years from the Effective Date.
<b>Annual Income Percentage</b>	This percentage is based on the attained age of the Single Designated Life or the younger of the Spousal Designated Lives. The range for this item is 1% to 10%.  The Attained Age of the Single Designated Life and the younger Spousal Designated Life will range between 40 and 90. There may be additional age bands in the future.
<b>Minimum Guarantee Payment</b>	This amount may range from \$25 to \$1000.
<b>Target Anniversary Date(s)</b>	The Target Anniversary Date may not be applicable or may be as high as the 50 <sup>th</sup> anniversary of the Effective Date.
<b>Guaranteed Base Value Multiplier</b>	The Guaranteed Base Value Multiplier is based on the Target Anniversary Date of the benefit. The Guaranteed Base Value Multiplier may not be applicable or range from 1% to 1000%. If a Guaranteed Base Value Multiplier

	<p>is shown, it will be presented in a table (example below) in the Schedule Supplement.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">[Target Anniversary Date</th> <th style="text-align: center;">Guaranteed Base Value Multiplier</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">XX<sup>th</sup> Anniversary of the Effective Date</td> <td style="text-align: center;">XXX%]</td> </tr> </tbody> </table>	[Target Anniversary Date	Guaranteed Base Value Multiplier	XX <sup>th</sup> Anniversary of the Effective Date	XXX%]
[Target Anniversary Date	Guaranteed Base Value Multiplier				
XX <sup>th</sup> Anniversary of the Effective Date	XXX%]				
<b>Transfer Account</b>	<p>This is the name of the account to which and from which we may transfer funds, as determined by the Transfer Calculation Formula. The Transfer Account is the AST Investment Grade Bond Portfolio. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.</p>				
<b>Charge for the Rider</b>	<p>The charge for this benefit is assessed on each quarterly anniversary of the Effective Date, at the quarterly equivalent of an annual rate, which will range from 0% to 2% for a Single Designated Life, and range from 0% to 2% for Spousal Designated Lives. The insert for the “Charge for the Rider” will indicate if the Rider has been elected on a Single or Spousal Designated Lives basis.</p>				
<b>Account Value “Floor”</b>	<p>If the “Floor” is applicable, the dollar amount in the formula may range from \$100 to \$1000, and the percentage may range from 1% to 10%.</p>				
<b>Transfer Calculation Formula</b>	<p>We reserve the right to replace this entire section with another program that is based on a static calculation formula. Such replacement will not affect existing business and will only apply to new elections of this Rider.</p>				
<b>90% Cap Rule:</b>	<p>Transfers to the Transfer Account will be suspended when 90% of the Account Value is allocated to the Transfer Account. In the future, the Cap may range from 50% to 100%.</p>				

**PRUCO LIFE INSURANCE COMPANY**

**MEMORANDUM OF VARIABLE MATERIAL FOR  
APPLICATION FORM: PRVA-APP(2/13)**

Brackets in the referenced Application form designate any information that may change or may vary for new issues. The information shown within brackets in the referenced application form will not be changed in a discriminatory manner.

**FORMATTING:** We reserve the right to make formatting changes based on any revisions to the Application form. Such changes include, but are not limited to, changes in layout, font, color, sequential order, and pagination.

**ANNUITY SERVICE CENTER CONTACT INFORMATION:** The current address, telephone number, web site, etc. are as indicated in the Application. These are subject to change over time.

**SECTION 1A OWNERSHIP INFORMATION – TYPE OF OWNERSHIP:** This section is bracketed to indicate that we may revise this section depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 1B OWNERSHIP INFORMATION – OWNER:** This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 1C OWNERSHIP INFORMATION – CO-OWNER:** This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 1D OWNERSHIP INFORMATION – ANNUITANT:** This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

**BAR CODING:** We reserve the right to include bar codes to assist us with tracking and/or identifying application information.

**ADMINISTRATIVE SECTIONS:** Any information we place in the lower right hand corner of the Application is subject to change based on business needs. Such administrative information assists for tracking purposes.

**SECTION 2 BENEFICIARY INFORMATION:** This section is bracketed to indicate we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 3A ANNUITY INFORMATION -- TYPE OF CONTRACT TO BE ISSUED:** The type of contract may vary depending on any specific annuity product we may offer. This section may also be changed based on any new regulatory requirements.

**SECTION 3B ANNUITY INFORMATION -- PURCHASE PAYMENTS:** This section is subject to change based on changes to the Company's business requirements or any federal or state requirements.

**SECTION 3C ANNUITY INFORMATION -- OPTIONAL BENEFITS:** This section will indicate the Optional Benefits available for election by the applicant. We reserve the right to add new optional benefits as they are acknowledged or approved by your Department. We also reserve the right to discontinue offering any of the optional benefits described within in this section for new business. In addition, we may add or change any Service Marks (<sup>SM</sup>) or Registered Trademarks (®) when appropriate.

**SECTION 4A AND 4B INVESTMENT SELECTION:** We may, from time to time, change the investment options available for any annuity product. We reserve the right to indicate in these sections any investment options limitations/restrictions. In addition, the funds listed may vary based on the products offered in the Product Selection section.

**SECTION 5 E-DOCUMENTS:** This section may change or be deleted or modified over time to reflect any changes that may be required for specific annuity products, or to reflect changes in electronic processes or business requirements.

**SECTION 6 FINANCIAL PROFESSIONAL AUTHORIZATION:** This section may change based on the Company's business need and any regulatory requirements. Based on state, firm or other business requirements, we will refer to the producer throughout the application with one of the following terms: "Financial Professional," "Agent" or "Insurance Licensed Registered Representative."

**SECTION 8 NOTICES & DISCLAIMERS:** This section may change if / when we are notified, through state regulatory activity, of any changes to fraud warnings or notices or additional fraud warnings or notices required on variable annuity applications. We reserve the right to add any such notices without re-filing with your Department.

**SECTION 9 OWNER ACKNOWLEDGEMENTS:** This section is contained in brackets to indicate the information shown may change based on product-specific requirements, regulatory requirements, and business needs.

**SECTION 10 OWNER & FINANCIAL PROFESSIONAL REPLACEMENT INFORMATION:** This section is subject to change based on any changes to replacement regulations and other regulatory requirements.

**SECTION 11 OWNER SIGNATURE(S):** This section is contained in brackets to indicate the information shown may change based on product-specific requirements, regulatory requirements, and business needs.

**SECTION 12 FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURES:** This section may change based on the Company's business need and any regulatory requirements. Based on state, firm or other business requirements, we will refer to the producer throughout the application with one of the following terms: "Financial Professional," "Agent" or "Insurance Licensed Registered Representative."

**FOR BROKER/DEALER USE:** We may move this information to another section of the Application form or delete it entirely, based on the Company's business requirements.

**PRUCO LIFE INSURANCE COMPANY**

**MEMORANDUM OF VARIABLE MATERIAL FOR  
APPLICATION FORM: P-IBVAA(2/13)**

Brackets in the referenced Application form designate any information that may change or may vary for new issues. The information shown within brackets in the referenced application form will not be changed in a discriminatory manner.

**FORMATTING:** We reserve the right to make formatting changes based on any revisions to the Application form. Such changes include, but are not limited to, changes in layout, font, color, sequential order, and pagination.

**ANNUITY SERVICE CENTER CONTACT INFORMATION:** The current address, telephone number, web site, etc. are as indicated in the Application. These are subject to change over time.

**PRODUCT SELECTION:** This item will indicate the product (B-Share, L-Share, etc.) for which the applicant is applying. The products listed may vary based on business need or proprietary use. We reserve the right to discontinue offering annuity products and to add any new annuity products we may develop that have been approved by your Department.

**SECTION 1A OWNERSHIP INFORMATION – DECEDENT:** This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 1B OWNERSHIP INFORMATION – BENEFICIAL OWNER:** This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 1C OWNERSHIP INFORMATION – TYPE OF OWNERSHIP:** This section is bracketed to indicate that we may revise this section depending on product-specific rules and requirements, including any regulatory requirements.

**BAR CODING:** We reserve the right to include bar codes to assist us with tracking and/or identifying application information.

**SECTION 1D OWNERSHIP INFORMATION – KEY LIFE:** This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

**ADMINISTRATIVE SECTIONS:** Any information we place in the lower right hand corner of the Application is subject to change based on business needs. Such administrative information assists for tracking purposes.

**SECTION 2 SUCCESSOR INFORMATION:** This section is bracketed to indicate we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 3A ANNUITY INFORMATION -- TYPE OF CONTRACT TO BE ISSUED:** The type of contract may vary depending on any specific annuity product we may offer. This section may also be changed based on any new regulatory requirements.

**SECTION 3B ANNUITY INFORMATION -- PURCHASE PAYMENTS:** This section is subject to change based on changes to the Company's business requirements or any federal or state requirements.

**SECTION 4 INVESTMENT SELECTION:** We may, from time to time, change the investment options available for any annuity product. We reserve the right to indicate in these sections any investment options limitations/restrictions. In addition, the funds listed may vary based on the products offered in the Product Selection section.

**SECTION 5 E-DOCUMENTS:** This section may change or be deleted or modified over time to reflect any changes that may be required for specific annuity products, or to reflect changes in electronic processes or business requirements.

**SECTION 6 FINANCIAL PROFESSIONAL AUTHORIZATION:** This section may change based on the Company's business need and any regulatory requirements. Based on state, firm or other business requirements, we will refer to the producer throughout the application with one of the following terms: "Financial Professional," "Agent" or "Insurance Licensed Registered Representative."

**SECTION 8 NOTICES & DISCLAIMERS:** This section may change if / when we are notified, through state regulatory activity, of any changes to fraud warnings or notices or additional fraud warnings or notices required on variable annuity applications. We reserve the right to add any such notices without re-filing with your Department.

**SECTION 9 OWNER ACKNOWLEDGEMENTS:** This section is contained in brackets to indicate the information shown may change based on product-specific requirements, regulatory requirements, and business needs.

**SECTION 10 OWNER & FINANCIAL PROFESSIONAL REPLACEMENT INFORMATION:** This section is subject to change based on any changes to replacement regulations and other regulatory requirements.

**SECTION 11 OWNER SIGNATURE(S):** This section is contained in brackets to indicate the information shown may change based on product-specific requirements, regulatory requirements, and business needs.

**SECTION 12 FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURES:** This section may change based on the Company's business need and any regulatory requirements. Based on state, firm or other business requirements, we will refer to the producer throughout the application with one of the following terms: "Financial Professional," "Agent" or "Insurance Licensed Registered Representative."

**FOR BROKER/DEALER USE:** We may move this information to another section of the Application form or delete it entirely, based on the Company's business requirements.

**PRUCO LIFE INSURANCE COMPANY**

**MEMORANDUM OF VARIABLE MATERIAL FOR  
APPLICATION FORM: P-VAA(2/13)**

Brackets in the referenced Application form designate any information that may change or may vary for new issues. The information shown within brackets in the referenced application form will not be changed in a discriminatory manner.

**FORMATTING:** We reserve the right to make formatting changes based on any revisions to the Application form. Such changes include, but are not limited to, changes in layout, font, color, sequential order, and pagination.

**ANNUITY SERVICE CENTER CONTACT INFORMATION:** The current address, telephone number, web site, etc. are as indicated in the Application. These are subject to change over time.

**PRODUCT SELECTION:** This item will indicate the product (B-Share, L-Share, etc.) for which the applicant is applying. The products listed may vary based on business need or proprietary use. We reserve the right to discontinue offering annuity products and to add any new annuity products we may develop that have been approved by your Department.

**SECTION 1A OWNERSHIP INFORMATION – TYPE OF OWNERSHIP:** This section is bracketed to indicate that we may revise this section depending on product-specific rules and requirements, including any regulatory requirements.

**SECTION 1B OWNERSHIP INFORMATION – OWNER:** This section is bracketed to indicate that we may revise this section or request additional information depending on product-specific rules and requirements, including any regulatory requirements.

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**SECTION 3C ANNUITY INFORMATION -- OPTIONAL BENEFITS:** This section will indicate the Optional Benefits available for election by the applicant. We reserve the right to add new optional benefits as they are acknowledged or approved by your Department. We also reserve the right to discontinue offering any of the optional benefits described within in this section for new business. In addition, we may add or change any Service Marks (<sup>SM</sup>) or Registered Trademarks (<sup>®</sup>) when appropriate.

**SECTION 4A AND 4B INVESTMENT SELECTION:** We may, from time to time, change the investment options available for any annuity product. We reserve the right to indicate in these sections any investment options limitations/restrictions. In addition, the funds listed may vary based on the products offered in the Product Selection section.

**SECTION 5 E-DOCUMENTS:** This section may change or be deleted or modified over time to reflect any changes that may be required for specific annuity products, or to reflect changes in electronic processes or business requirements.

**SECTION 6 FINANCIAL PROFESSIONAL AUTHORIZATION:** This section may change based on the Company's business need and any regulatory requirements. Based on state, firm or other business requirements, we will refer to the producer throughout the application with one of the following terms: "Financial Professional," "Agent" or "Insurance Licensed Registered Representative."

**SECTION 8 NOTICES & DISCLAIMERS:** This section may change if / when we are notified, through state regulatory activity, of any changes to fraud warnings or notices or additional fraud warnings or notices required on variable annuity applications. We reserve the right to add any such notices without re-filing with your Department.

**SECTION 9 OWNER ACKNOWLEDGEMENTS:** This section is contained in brackets to indicate the information shown may change based on product-specific requirements, regulatory requirements, and business needs.

**SECTION 10 OWNER & FINANCIAL PROFESSIONAL REPLACEMENT INFORMATION:** This section is subject to change based on any changes to replacement regulations and other regulatory requirements.

**SECTION 11 OWNER SIGNATURE(S):** This section is contained in brackets to indicate the information shown may change based on product-specific requirements, regulatory requirements, and business needs.

**SECTION 12 FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURES:** This section may change based on the Company's business need and any regulatory requirements. Based on state, firm or other business requirements, we will refer to the producer throughout the application with one of the following terms: "Financial Professional," "Agent" or "Insurance Licensed Registered Representative."

**FOR BROKER/DEALER USE:** We may move this information to another section of the Application form or delete it entirely, based on the Company's business requirements.

**PRUCO LIFE INSURANCE COMPANY**  
**MEMORANDUM OF VARIABILITY FOR**  
**HIGHEST DAILY LIFETIME INCOME v2.1 BENEFIT**  
**RIDER P-RID-HD(2/13)**

Brackets in the referenced Rider designate variable material of an administrative nature. The following items may vary for new business only:

**VARIATIONS OF ADMINISTRATIVE NATURE:**

<b>Company Address</b>	The Company address is as indicated in the referenced annuity form. The address is subject to change over time.
<b>Benefit Version</b>	We would like to reserve the right to bracket the version of the benefit, while otherwise leaving the name of the benefit intact, when variable information on the related schedule page submitted for your approval is adjusted.
<b>Company Secretary</b>	The Company Secretary is indicated in the referenced annuity form. The Company Officers are subject to change over time.

**PRUCO LIFE INSURANCE COMPANY**  
**MEMORANDUM OF VARIABILITY FOR**  
**HIGHEST DAILY LIFETIME INCOME v2.1 BENEFIT**  
**RIDER P-RID-HD-HDB(2/13)**

Brackets in the referenced Rider designate variable material of an administrative nature. The following items may vary for new business only:

**VARIATIONS OF ADMINISTRATIVE NATURE:**

<b>Company Address</b>	The Company address is as indicated in the referenced annuity form. The address is subject to change over time.
<b>Benefit Version</b>	We would like to reserve the right to bracket the version of the benefit, while otherwise leaving the name of the benefit intact, when variable information on the related schedule page submitted for your approval is adjusted.
<b>Company Secretary</b>	The Company Secretary is indicated in the referenced annuity form. The Company Officers are subject to change over time.

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

**STATE OF ARKANSAS**

**CERTIFICATION OF COMPLIANCE**

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



Suzanne Hurel – Vice President, Contracts

December 21, 2012

Date