
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**PRE-EFFECTIVE AMENDMENT NO. 1
TO
FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

PRUCO LIFE INSURANCE COMPANY

(Exact Name of Registrant as Specified in its Charter)

ARIZONA

(State or other jurisdiction of incorporation or organization)

22-1944557

(I.R.S. Employer Identification Number)

**C/O PRUCO LIFE INSURANCE COMPANY
213 WASHINGTON STREET
NEWARK, NEW JERSEY 07102-2992
(973) 802-7333**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

J. MICHAEL LOW, ESQ.

c/o KUTAK ROCK LLP

8601 North Scottsdale Road, Suite 300

Scottsdale, Arizona 85253-2738

(480) 429-4874

(Name, address, including zip code, and telephone number, including area code, of agent for service)

COPIES TO:

MICHAEL A. PIGNATELLA

VICE PRESIDENT

PRUCO LIFE INSURANCE COMPANY

ONE CORPORATE DRIVE

SHELTON, CONNECTICUT 06484

(203) 402-3814

Approximate date of commencement of proposed sale to public: As soon as practicable after the effective date of Registration Statement.

EXPLANATORY NOTE

This Pre-Effective Amendment No. 1 to the Registration Statement on Form S-3, File No. 333-220116, includes facing pages and Part II, including exhibits. This Pre-Effective Amendment No. 1 incorporates by reference the supplements and prospectuses contained in the Form S-3 filed on August 22, 2017.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. x

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non accelerated filer	☒	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price	Amount of registration fee
Market Value Adjusted Annuity Contracts	\$28,572,694	\$1.00	\$0	\$0

- (1) Interests in the market value adjustment account are sold on a dollar basis, not on the basis of a price per share or unit.

This filing is being made under the Securities Act of 1933 to register \$28,572,694 of interests in market value adjusted annuity contracts. The interests being registered herein are carried over, as unsold securities, from an existing Form S-3 registration statement of the same issuer (333-198433) filed on August 28, 2014. Because a filing fee of \$3,680 previously was paid with respect to those securities, there is no filing fee under this registration statement. In accordance with Rule 415 (a)(6), the offering of securities on the earlier registration statement will be deemed terminated as of the effective date of this registration statement.

This Registration Statement contains a combined prospectus under Rule 429 under the Securities Act of 1933 which relates to the Form S-3 registration statement (File No. 333-198433), initially filed August 28, 2014, by Pruco Life Insurance Company. Upon effectiveness, this Registration Statement, which is a new Registration Statement, will also act as a post-effective amendment to such earlier Registration Statement.

Audited financial statements for variable annuity separate accounts registered under the Investment Company Act of 1940 are not included in this Form S-3 registration statement. Pruco Life Insurance Company incorporates by reference its annual report for the year ending 12/31/16 on Form 10-K filed pursuant to Section 13(a) or Section 15(d) of Exchange Act and all documents subsequently filed by Pruco Life Insurance Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act.

Risk Factors are discussed in the sections of the prospectus included in Part 1 of this Form concerning the Market Value Adjustment option.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of each prospectus included in this registration statement. Any representation to the contrary is a criminal offense.

The principal underwriter for these securities, Prudential Annuities Distributors, Inc. is not required to sell any specific number or dollar amount of securities, but will use its best efforts to sell the securities offered. The offering under this registration statement will conclude three years from the effective date of this registration statement, unless terminated earlier by the Registrant. See each prospectus included in Part 1 hereof for the date of the prospectus.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission may determine.

PART II

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

REGISTRATION FEES

There is no filing fee due under this registration statement, because the units registered herein are carried over from a predecessor registration statement.

FEDERAL TAXES

The company estimates the federal tax effect associated with the deferred acquisition costs attributable to each \$1,000,000 of annual purchase payments to be approximately \$2,500.

STATE TAXES

Currently, some states charge up to 3.5% of premium taxes or similar taxes on annuities. The company estimates that premium taxes in the amount of \$35,000 would be owed if 3.5% premium tax was owed on \$1,000,000, of purchase payments.

PRINTING COSTS

Pruco Life Insurance Company estimated that the printing cost will be subsumed in the printing costs for the companion variable annuities.

LEGAL COSTS

This registration statement was prepared by Prudential attorneys whose time is allocated to Pruco Life Insurance Company.

ACCOUNTING COSTS

The independent registered public accounting firm that audits the company's financial statements charges approximately \$10,000 in connection with each set of S-3 registration statements filed by the company with the Commission on a given date. The fee is allocated among the filings.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Registrant, in conjunction with certain of its affiliates, maintains insurance on behalf of any person who is or was a trustee, director, officer, employee, or agent of the Registrant, or who is or was serving at the request of the Registrant as a trustee, director, officer, employee or agent of such other affiliated trust or corporation, against any liability asserted against and incurred by him or her arising out of his or her position with such trust or corporation.

Arizona, being the state of organization of Pruco Life Insurance Company ("Pruco"), permits entities organized under its jurisdiction to indemnify directors and officers with certain limitations. The relevant provisions of Arizona law permitting indemnification can be found in Section 10-850 et seq. of the Arizona Statutes Annotated. The text of Pruco's By-law, Article VIII, which relates to indemnification of officers and directors, is incorporated by reference to Exhibit 3(ii) to Form 10-Q filed on August 15, 1997 on behalf of Pruco Life Insurance Company.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling

person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

ITEM 16. EXHIBITS

(a) EXHIBITS

(1) Underwriting Agreement between Prudential Annuities Distributors, Inc., "PAD" (Principal Underwriter) and Pruco Life Insurance Company (Depositor). (Note 1)

(4)(a) Strategic Partners Variable Annuity Contract VBON-2000 (Note 1)

(4)(b) Strategic Partners Variable Annuity Contract VDCA-2000 (Note 1)

(4)(c) Strategic Partners MVA Endorsement ORD 112805 (Note 1)

(4)(d) Strategic Partners FlexElite Variable Annuity Contract VFLX-2003 (Note 1)

(5) Opinion of Counsel as to legality of the securities being registered. (Note 1)

(23) Written consent of Independent Registered Public Accounting Firm (Note 1)

(24) Powers of Attorney:

(24)(a) Power of Attorney for John Chieffo (Note 1)

(24)(b) Power of Attorney for Lori D. Fouché (Note 1)

(24)(c) Power of Attorney for Christine Knight (Note 1)

(24)(d) Power of Attorney for Richard F. Lambert (Note 1)

(24)(e) Power of Attorney for Kent D. Sluyter (Note 1)

(24)(f) Power of Attorney for Kenneth Y. Tanji (Note 1)

(24)(g) Power of Attorney for Arthur W. Wallace (Note 1)

(Note 1) Filed herewith.

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes:

- (1) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment to this registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (2) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (3) That each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness.
- (4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(5) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 1 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Newark, State of New Jersey, on the 29th day of September, 2017.

PRUCO LIFE INSURANCE COMPANY
(Registrant)

By: /s/ Lori D. Fouché*
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

SIGNATURE	TITLE	DATE
/s/ Lori D. Fouché*	Director, President and Chief Executive Officer	September 29, 2017
Lori D. Fouché*		
John Chieffo*	Chief Financial Officer, Chief Accounting Officer, Vice President and Director (Principal Accounting Officer)	September 29, 2017
John Chieffo		
Christine Knight*	Director	September 29, 2017
Christine Knight		
Kenneth Y Tanji*	Director	September 29, 2017
Kenneth Y. Tanji		
Arthur W. Wallace*	Director	September 29, 2017
Arthur W. Wallace		
Richard F. Lambert*	Director	September 29, 2017
Richard F. Lambert		
Kent D. Sluyter*	Director	September 29, 2017
Kent D. Sluyter		

By: /s/ Douglas E. Scully
Douglas E. Scully

* Executed by Douglas E. Scully on behalf of those indicated pursuant to Power of Attorney.

EXHIBIT INDEX

- (1) Underwriting Agreement
- (4)(a) Strategic Partners Variable Annuity Contract VBON-2000
- (4)(b) Strategic Partners Variable Annuity Contract VDCA-2000
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- (4)(d) Strategic Partners FlexElite Variable Annuity Contract VFLX-2003
- (5) Opinion of Counsel as to legality of the securities being registered.
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- (24)(a) Power of Attorney for John Chieffo
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- (24)(f) Power of Attorney for Kenneth Y. Tanji
- (24)(g) Power of Attorney for Arthur W. Wallace

DISTRIBUTION AND PRINCIPAL UNDERWRITING AGREEMENT

THIS AGREEMENT is made this 19th day of November, 2007 and effective November 19, 2007, by and among the Pruco Life Insurance Company, an Arizona corporation, with its principal offices in Newark, New Jersey ("Company") on its own behalf and on behalf of each of the investment companies as set forth in Schedule A attached hereto, as may be amended from time to time, (each, a "Separate Account" and collectively, the "Separate Accounts") and Prudential Annuities Distributors Inc., formerly American Skandia Marketing Inc. (the "Distributor") a registered broker dealer, with its principal offices in Shelton, Connecticut.

WHEREAS, Separate Accounts were established under New Jersey law as separate accounts of the Company;

WHEREAS, each Separate Account is a registered as a unit investment trust under the Investment Company Act of 1940, as amended (the "1940 Act");

WHEREAS, Separate Accounts hold the purchase payments allocated to the variable investment options of certain variable annuity contracts issued by Company and Company issues market value adjusted annuity contracts (collectively, the "Contracts");

WHEREAS, Distributor is a registered broker-dealer under the Securities Exchange Act of 1934, as amended (the "1934 Act"), and is a member of the National Association of Securities Dealers, Inc. or its successor self regulatory organization ("NASD");

WHEREAS, Distributor is engaged principally in the business of distributing variable insurance products;

WHEREAS, Company has registered the Contracts under the Securities Act of 1933, as amended (the "1933 Act"), and desires to retain Distributor to distribute the Contracts and Distributor is willing to distribute the Contracts in the manner and on the terms set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, Company and Distributor hereby agree as follows:

1. Appointment of Distributor

Company hereby appoints Distributor as, and Distributor agrees to serve as, principal underwriter of the Contracts during the term of this Agreement. Distributor shall at all times function as and be deemed to be an independent contractor and nothing herein contained shall constitute Distributor or its agents, officers, or employees as agents, officers, or employees of Company solely by virtue of their activities in connection with the sale of the Contracts hereunder. Distributor will use its best efforts to provide for the solicitation of applications for Contracts in each state and other jurisdiction in which the Contracts may be lawfully sold, to provide all sales services relative to the Contracts and to otherwise perform all duties and functions that are necessary and proper for the distribution of the Contracts in accordance with applicable laws, including the rules of the NASD. Notwithstanding the foregoing, Distributor shall not be obligated to make retail sales to the public.

2. Distribution Agreements

Company hereby authorizes Distributor to enter into separate written agreements, on such terms and conditions as Distributor may determine are consistent with this Agreement, with broker-dealers that are registered under the 1934 Act and are members of the NASD ("Brokers" or "Broker"). Distributor shall be responsible for ensuring that Brokers and its agents and representatives are duly and appropriately licensed, registered and otherwise qualified to solicit and sell the Contracts under federal securities laws and any applicable securities and insurance laws of each state or other jurisdiction in which the Contracts may be lawfully sold.

3. Limits on Authority

This Agreement notwithstanding, Company retains the ultimate right to control the sale of the Contracts, including the right to suspend sales in any jurisdiction or jurisdictions, to appoint and discharge agents of Company, or to refuse to sell a Contract to any applicant for any reason whatsoever. Furthermore, Distributor and its representatives shall not have authority, on behalf of Company to make, alter, or discharge any Contract.

4. Registration.

To the extent necessary to distribute the Contracts, Distributor shall be duly registered or otherwise qualified under all applicable securities laws of any state or other jurisdiction in which Distributor is licensed or otherwise authorized to distribute the Contracts, if required. Distributor represents and warrants to the Company that Distributor is, and during the term of this Agreement shall remain, registered as a broker-dealer under the 1934 Act, admitted as a member with the NASD, and duly registered under applicable state securities laws, and that Distributor is and shall remain during the term of this Agreement in compliance with Section 9(a) of the 1940 Act.

5. Marketing Materials

Company shall design and develop promotional, sales, and advertising material relating to the Contracts and any other marketing-related documents for use in the sale of the Contracts, subject to review and approval by Distributor of such material and documents in accordance with Section 2210 of the NASD Conduct Rules. Distributor shall be responsible for filing such material with the NASD and any state securities regulatory authorities requiring such filings. Company shall be responsible for filing promotional, sales, or advertising material, as required, with any state insurance regulatory authorities. Company shall be responsible for preparing the Contract forms and filing them with applicable state insurance regulatory authorities, and for preparing the prospectuses and registration statements for the Contracts and filing them with the Securities and Exchange Commission (the "SEC") and state regulatory authorities, to the extent required. The parties shall notify each other expeditiously of any comments provided by the SEC, NASD, or any securities or insurance regulatory authority on such material, and will cooperate expeditiously in resolving and implementing any comments, as applicable.

6. Fiduciary Capacity

Distributor agrees that any payments it receives for the Contracts will be held in a fiduciary capacity and agrees to transfer any such amount to the Company promptly.

7. Insurance Licensing

Company shall have the responsibility for ensuring that Broker and its agents or representatives are duly and appropriately licensed, registered, or otherwise qualified for the sale of Contracts and the riders offered in connection therewith, under the insurance laws and any applicable blue-sky laws of each state or other jurisdiction in which Company is licensed to sell the Contracts.

8. Books and Records

(a) Company, each Separate Account, and Distributor shall cause to be maintained and preserved all books of account and related financial records as are required by the 1934 Act, the 1940 Act, the NASD, and any other applicable laws and regulations. Distributor shall furnish Company with such reports as it may reasonably request for the purpose of meeting its reporting and record keeping requirements in accordance with applicable laws and regulations.

(b) Company shall, on behalf of Distributor, provide for the confirmation to each purchaser of a Contract, in accordance with Rule 10b-10 under the 1934 Act, acceptance of premiums and such other transactions as are required by and in accordance with Rule 10b-10 and administrative interpretations thereunder.

9. Maintaining Registration and Approvals

Company shall be responsible for maintaining the registration of the Contracts with the SEC and any state securities regulatory authority with which such registration is required and for gaining and maintaining approval of the Contract forms where required under the insurance laws and regulations of each state or other jurisdiction in which the Contracts are to be offered.

10. Compensation

(a) Company shall arrange for the payment of commissions to Brokers who sell Contracts under agreements entered into pursuant to section 2 hereof, in amounts as may be agreed to by Company and specified in such written agreements.

(b) Company shall reimburse Distributors for the costs and expenses incurred by Distributor in furnishing or obtaining the services, materials and supplies required by the terms of this Agreement.

11. Investigation and Proceedings

Distributor and Company agree to cooperate fully in any insurance regulatory investigation or proceeding or judicial proceeding arising in connection with Contracts distributed under this Agreement. Distributor and Company further agree to cooperate fully in any securities regulatory investigation or proceeding or judicial proceeding with respect to Company, Distributor, their affiliates and their agents or representatives to the extent that such investigation or proceeding is in connection with Contracts distributed under this Agreement. Distributor shall furnish applicable federal and state regulatory authorities with any information or reports in connection with its services under this Agreement, which such authorities may request in order to ascertain whether Company's operations are conducted in a manner consistent with any applicable law or regulations.

12. Non-Exclusivity

Each party hereto agrees that the services to be hereunder are not to be deemed exclusive and each shall be free to enter into similar arrangements with other third parties so long as the ability to meet obligations provided hereunder are not impaired.

13. Termination

This Agreement may be terminated at any time by any party on THIRTY (30) Days prior written notice to the other party, without payment of penalty. Upon termination of this Agreement, all authorizations, rights, and obligations shall cease except the obligation to settle accounts hereunder, including commissions on payments subsequently received for Contracts in effect at times of termination, and the agreements contained in paragraphs 8 and 13 hereof.

14. Amendments, Assignments and Transfers

No amendment, transfer or assignment shall be effective without the prior written consent of the parties. All agreements that result from any assignment or transfer affecting New Jersey are subject to the approval of the New Jersey Department of Insurance. Additional regulatory approvals may also be required.

15. Severability

Should any provision of this Agreement be held or made invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected.

16. Warranties

Each party to this Agreement warrants to the other party as follows:

- (a) it has full power and authority to execute and deliver this Agreement and to perform and observe the provisions herein;
- (b) the execution, delivery, and performance of this Agreement have been authorized by all necessary corporate actions and do not and will not contravene any requirement of law or any contractual restrictions or agreement binding on or affecting such party or its assets; and
- (c) this Agreement has been duly and properly executed and delivered by such party and constitutes a legal, valid, and binding obligation of such party enforceable with its terms.

17. Applicable Law

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New Jersey.

18. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed one instrument.

19. Miscellaneous

Captions in this Agreement are included for convenience or reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PRUCO LIFE INSURANCE COMPANY

By: /s/Robert F. O'Donnell
Name: Robert F. O'Donnell
Title: Vice President

PRUDENTIAL ANNUITIES DISTRIBUTORS INC.

By: /s/Bruce W. Ferris
Name: Bruce W. Ferris
Title: Vice President

SCHEDULE A

LIST OF SEPARATE ACCOUNTS

1. Pruco Life Single Premium Variable Annuity Account
2. Pruco Life Flexible Premium Variable Annuity Account

Pruco Life Insurance Company

Phoenix, Arizona 85014

A Stock Company Subsidiary of

The Prudential Insurance Company of America

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE
ANNUITY CONTRACT**

Nonparticipating

ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

This is an annuity contract. Subject to the provisions of the Contract, and in consideration of any Purchase Payments you make and we accept, we will make Annuity Payments starting on the Annuity Date shown on the Contract Data pages.

Please read the Contract carefully; it is a legal contract between you and Pruco Life Insurance Company. Expense charges applicable to the Contract are shown on the Contract Data pages. If you have a question about the Contract, or a claim, see your representative or contact the Annuity Service Center.

Right to Cancel Contract

This Contract may be returned within [10] days after you receive it. It can be mailed or delivered to either us, at the Annuity Service Center, or the representative who sold it to you. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. The returned Contract will be canceled upon our receipt, and we will return your money in accordance with applicable law. Under certain circumstances, we have the right to allocate Purchase Payment(s) to the Money Market Subaccount until the expiration of the Right to Cancel period. If we so allocate Purchase Payment(s), we will refund the Purchase Payment(s), less any withdrawals, in the event of cancellation under the terms of this paragraph.

READ YOUR CONTRACT CAREFULLY

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PURCHASE PAYMENTS:

Initial Purchase Payment:

Minimum Subsequent Purchase Payment: \$1,000. For IRA contracts, the Minimum Subsequent Purchase Payment is \$1,000. The Minimum Subsequent Purchase Payment for automatic purchase plans, if available, is \$100.

Annual Purchase Payment Limits: The total of all Purchase Payments made into this Contract in the first Contract Year may not exceed [\$20,000,000]. The total of all Purchase Payments made into this Contract in any Contract Year after the first Contract Year may not exceed [\$2,000,000]. Purchase Payments of greater value may be allowed with our prior approval.

Aggregate Purchase Payment Limit: The total of all Purchase Payments made into this Contract may not exceed [\$20,000,000]. Purchase Payments of greater value may be allowed with our prior approval.

CREDIT PAYMENT:

[4%] of Initial Purchase Payment.

CREDIT VESTING SCHEDULE:

Number of Contract Anniversaries

Since Date of Each Purchase Payment

Vested Percentage

0 1 2 3 4 5 6 7 8 9 0%

10%

20%

30%
40%
50%
60%
70%
80%
100%]

BENEFICIARY:

As designated by Owner at Contract Date unless changed in accordance with the Contract provisions.

CONTRACT MAINTENANCE CHARGE:

If your Contract Value is less than \$50,000, we will charge a Contract Maintenance Charge of the lesser of \$30 or 2% of the Contract Value. This charge is deducted on the Contract Anniversary and when a surrender of the Contract occurs, if the Contract Value at the time is then less than \$50,000. The Contract Maintenance Charge will be deducted on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. During the Annuity Period, we reserve the right to assess an annual Contract Maintenance Charge of \$30. The decision to assess this charge may depend on the Annuity or Settlement Option selected. We reserve the right to increase the Contract Maintenance Charge, but it will not exceed \$60 per Contract Year, and to raise the Contract Value amount over which we will waive the Contract Maintenance Charge.

INSURANCE CHARGE:

This charge depends on whether you have elected the Guaranteed Minimum Death Benefit ("GMDB") feature and on the GMDB Protected Value option that you have elected. This charge is deducted daily from the assets in each of the Subaccounts. If you do not elect the GMDB feature, you do not elect a GMDB Protected Value option, and your death benefit is equal to the base death benefit as described in the Guaranteed Minimum Death Benefit section of the Contract.

☐ You have not elected the GMDB feature. Therefore, the daily rate is [0.00380909%], which is equivalent to an annual rate of [1.40%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the Roll-Up. Therefore, the daily rate is [0.00434896%], which is equivalent to an annual rate of [1.60%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the Step-Up. Therefore, the daily rate is [0.00434896%], which is equivalent to an annual rate of [1.60%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the greater of the Roll-Up and Step-Up. Therefore, the daily rate is [0.00461849%], which is equivalent to an annual rate of [1.70%].

GUARANTEED MINIMUM INCOME BENEFIT ("GMIB") CHARGE:

If you elect the GMIB, the charge depends on the GMIB Protected Value option that you have elected. The charge is calculated daily and deducted on each Contract Anniversary and upon a full and certain partial withdrawals. The charge is deducted pro-rata from all Allocation Options to which your Contract Value is allocated.

☐ You have elected the GMIB and the GMIB Protected Value option of the Roll-Up. Therefore, the daily rate is [0.00068408%], which is equivalent to an annual rate of [0.25%].

☐ You have elected the GMIB and the GMIB Protected Value option of the Step-Up. Therefore, the daily rate is [0.00068408%], which is equivalent to an annual rate of [0.25%].

☐ You have elected the GMIB and the GMIB Protected Value option of the greater of the Roll-Up and Step-Up. Therefore, the daily rate is [0.00095723%], which is equivalent to an annual rate of [0.35%].

☐ You have not elected the GMIB, and, therefore, there is no charge.

ALLOCATION OPTIONS:

VARIABLE INVESTMENT OPTIONS:

The following variable investment options are available through allocation to subaccounts of the Pruco Life Flexible Premium Variable Annuity Account. We reserve the right to limit the availability of the below options, if necessary, in order to comply with federal, state or local law.

- [The Prudential Series Fund
- Davis Venture Value**
- Fidelity Large Cap Value**
- Prudential Large Cap Value Index**

Wellington Growth and Income

MFS Capital Opportunities

Prudential Stock Index

Alliance Premier Growth

Jennison Growth

Marsico Large Cap Growth

Prudential Large Cap Growth Index

Fidelity Small/Mid Cap Value

Prudential Small Cap Value Index

Prudential Emerging Growth

Wellington Capital Appreciation

MFS Mid Cap Growth

MFS New Discovery

Prudential Small Cap Growth Index

PIMCO Total Return

PIMCO High Yield

Strategic Partners Focused Growth Fund

Prudential Money Market

Alliance Technology

Conservative Lifestyle Portfolio

Moderate Lifestyle Portfolio

Moderately Aggressive Lifestyle Portfolio

Aggressive Lifestyle Portfolio

Jennison International

Prudential Global

Deutsche International Equity

Prudential International Index]

ALLOCATION GUIDELINES:

Currently, you may select any Allocation Option which is available at the time the Purchase Payment or transfer is made. However, an amount of at least 1% of the Invested Purchase Payment must be allocated to any Allocation Option. Allocations made pursuant to automatic rebalancing or dollar cost-averaging are not subject to these limitations. We reserve the right to limit the availability of the above Allocation Options, if necessary, in order to comply with federal, state or local law.

TRANSFERS:

Number of Transfers Permitted: Currently, there are no limits on the number of transfers that can be made among Subaccounts. We reserve the right to change this, but the Owner will always be allowed at least 12 transfers among Subaccounts in a Contract Year.

Transfer Charge: The Transfer Charge for each transfer after the first 12 in a Contract Year is \$25. The charge is taken pro-rata from the Allocation Options from which the transfer is made. Transfers made due to automatic rebalancing or dollar cost-averaging will not be counted for purposes of the Transfer Charge. We reserve the right to increase this charge, but it will not exceed \$30.

Minimum Amount to be Transferred: Subject to the restrictions contained in the Contract on transfers, the minimum transfer amount is \$250 or your entire interest in any Allocation Option, if less. This requirement is waived if the transfer is pursuant to automatic rebalancing or dollar cost-averaging.

WITHDRAWALS:

Withdrawal Charge: The Withdrawal Charge is a percentage of the amount withdrawn that is subject to a charge, and depends on the number of Contract Anniversaries that have elapsed since a Purchase Payment was made.

Number of Contract

Anniversaries Since Date

of Each Purchase

Payment

Withdrawal

Charge

[0

1 2 3 4 5 6 7 8 9 8%

8%

7%

6%

5%

4%

3%
2%
1%
0%]

Charge-Free Amount: A certain amount (the Charge-Free Amount) may be withdrawn without incurring a Withdrawal Charge. The Charge-Free Amount available in any current Contract Year is calculated as of the Contract Anniversary date and is equal to 10% of the sum of all Purchase Payments received in excess of all Purchase Payments withdrawn and is applied on a first-in, first-out basis.

Minimum Amount Which May Be Withdrawn: The minimum amount which may be withdrawn is [\$250]. The minimum amount which may be withdrawn under a systematic withdrawal plan is [\$100].

Minimum Contract Value Which Must Remain in the Contract After a Withdrawal: The minimum Contract Value which must remain in the Contract in order to keep the Contract in force after a withdrawal is \$2,000.

ENDORSEMENTS:

[Individual Retirement Annuity Endorsement]

ANNUITY SERVICE CENTER:

[Annuity Service Center

P.O. Box 14215

New Brunswick, NJ 08906-4215]

DEFINITIONS

ACCUMULATION PERIOD: The period from, and including, the Contract Date to, but excluding, the Annuity Date.

ADJUSTED CONTRACT VALUE: The Contract Value as of the Annuity Date less any applicable Premium Tax Charge and less any Credit subject to recapture under the vesting schedule shown on the Contract Data pages. The applicable Annuity Table is applied to this amount to determine the initial Annuity Payment.

ALLOCATION OPTIONS: Those investment options available under the Contract as of any given time to which Contract Value may be allocated. Allocation Options as of the Contract Date are shown on the Contract Data pages.

ANNUITANT: The person named on the first page upon whose continuation of life any Annuity Payment involving life contingencies depends. If the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant, if the requirements for changing Annuity Date are met (see definition of Annuity Date). If there is no surviving or eligible Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You then have 60 days from the date we receive due proof of death of the Annuitant or Co-Annuitant to name a new Annuitant. If no new Annuitant is named during that 60 day period, the Owner will remain the Annuitant. You may not change an Annuitant or Co-Annuitant and may add or remove an Annuitant or Co-Annuitant only with our prior approval.

ANNUITY DATE: The date the first Annuity or Settlement Payment to the Payee is due. The Annuity Date is shown on the original Contract Data pages. You must have our permission to change the Annuity Date. If there is a new Annuitant due to the death of the Annuitant, and the new Annuitant is older than the prior Annuitant, the Annuity Date will be based on the age of the new Annuitant; however any such changed Annuity Date must be at least three years after the Contract Date, must be earlier than the date shown on the Contract Data pages, cannot be later than the Contract Anniversary next following the new Annuitant's 90th birthday and must be consistent with applicable law at the time.

ANNUITY OR SETTLEMENT PAYMENTS: The series of payments made to you or any named payee after the Annuity Date as described under the Annuity or Settlement Option selected.

ANNUITY PERIOD: The period of time, beginning on the Annuity Date, during which Annuity or Settlement Payments are made.

ANNUITY SERVICE CENTER: The office indicated on the Contract Data pages to which notices, requests and Purchase Payments must be sent. All sums payable to us under the Contract must be sent to the Annuity Service Center. The Annuity Service Center address may be changed at any time. You will be notified in advance and in writing of any change in address.

BENEFICIARY: The person(s) or entity(ies) who has the right to receive the death benefit when the last survivor of the Owner or Joint Owner dies (or the first to die of the Owner or Joint Owner if the Owner and Joint Owner are not spouses at the time of the Owner's or Joint Owner's death). The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner.

BUSINESS DAY: Any day the New York Stock Exchange

and the Company are open for business.

CHARGE-FREE AMOUNT: The Charge-Free Amount is a portion of the Contract Value that may be withdrawn without incurring a Withdrawal Charge.

CO-ANNUITANT: The person shown on the Contract Data pages who becomes the Annuitant upon the death of the Annuitant before the Annuity Date. No Co-Annuitant may be designated if the Owner is a non-natural person.

COMPANY: Pruco Life Insurance Company, an Arizona corporation.

CONTRACT ANNIVERSARY: The same day and month as the Contract Date in each later year.

CONTRACT DATE: The date shown on the Contract Data pages on which the first Contract Year begins.

CONTRACT SURRENDER VALUE: The Contract Value less any applicable Premium Tax Charge, Withdrawal Charge, Credit recapture, GMIB Charge or Contract Maintenance Charge.

CONTRACT VALUE: The dollar value as of any Business Day prior to the Annuity Date of all amounts accumulated under this Contract.

CONTRACT YEAR: A year which starts on the Contract Date or on a Contract Anniversary.

CREDIT: An amount we add to your Contract Value at the time an Invested Purchase Payment is credited to the Contract Value.

EARNINGS: The excess of the Contract Value over the sum of all Purchase Payments made and not yet withdrawn and non-vested Credits not yet recaptured.

ELIGIBLE HOSPITAL: An institution that meets either of the following requirements:

It is accredited as a hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organizations; or

It is legally operated, has 24-hour a day supervision by a staff of doctors, has 24-hour a day nursing service by registered graduate nurses, and either:

It mainly provides general inpatient medical care and treatment of sick and injured persons by the use of medical, diagnostic and major surgical facilities. All such facilities are located in it or are under its control; or

It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including x-ray and laboratory). All such facilities are located in it, are under its control, or are available to it under a written agreement with a hospital (as defined above) or with a specialized provider of these facilities.

An eligible hospital is not an institution, or part of one, that: (a) furnishes mainly homelike or custodial care, or training in the routines of daily living; or (b) is mainly a school.

ELIGIBLE NURSING HOME: An institution or special nursing unit of a hospital that meets at least one of the following requirements:

It is Medicare approved as a provider of skilled nursing care services;

It is licensed as a skilled nursing home or as an intermediate care facility by the state it is located in; or

It meets all the following requirements:

It is licensed as a nursing home by the state it is located in;

Its main function is to provide skilled, intermediate, or custodial nursing care;

It is engaged in providing continuous room and board accommodations to 3 or more persons;

It is under the supervision of a registered nurse (RN) or licensed practical nurse (LPN);

It maintains a daily medical record of each patient; and

It maintains control and records for all medications dispensed.

GOOD ORDER: An instruction received at the Annuity Service Center, utilizing such forms, signatures and datings as we require, that is sufficiently complete and clear that we do not need to exercise any discretion to follow such instructions. We will notify you if an instruction is not in Good Order.

INVESTED PURCHASE PAYMENTS: The balance of each Purchase Payment after we make any applicable deduction for: (1) Premium Tax Charge; and (2) charge for any other type of tax (or component thereof) measured by or based upon the amount of the Purchase Payment we receive.

JOINT OWNER: The spouse of the Owner, if named on the Contract Data pages as the Joint Owner, who shares ownership rights with the Owner as defined under this Contract. You may add, change or remove a Joint Owner, subject to our underwriting rules. The Contract may never have more than one Joint Owner. No Joint Owner is permitted for IRAs or other qualified contracts.

OWNER: The person or entity named on the Contract Data pages who has ownership rights as defined under the Contract provided that, if a Joint Owner is named, the Owner shares ownership rights with the Joint Owner. You may change the Owner subject to our underwriting rules. Any change of an Owner will be effective when we process the request.

PAYEE: The person who has a right to receive Annuity or Settlement Payments under the Annuity and Settlement Options provision of this Contract. The Payee can be designated as revocable or irrevocable at your discretion. If you do not designate a Payee at least 5 Business Days before the Annuity Date, the Owner will become the Payee.

PREMIUM TAX CHARGE: A charge which may be deducted from Purchase Payments or Contract Value for premium taxes owed by us to any governmental entity.

PURCHASE PAYMENT: A payment you make to this Contract.

SUBACCOUNT: Variable Separate Account assets are divided into Subaccounts. Assets of each Subaccount will be invested in shares of a Variable Investment Option.

TERMINALLY ILL: We consider someone terminally ill who has a life expectancy of six months or less. Proof of Terminal Illness must include a certification by a licensed physician.

VARIABLE INVESTMENT OPTION: Those investment options available under the Contract through the Subaccounts as of any given time. Variable Investment Options as of the Contract Date are shown on the Contract Data pages.

VARIABLE SEPARATE ACCOUNT: A segregated asset account maintained by us to support this and certain other contracts. The segregated asset account(s) available as of the Contract Date is shown on the Contract Data pages.

WE, OUR AND US: Pruco Life Insurance Company.

WITHDRAWAL CHARGES: A charge assessed on partial or full withdrawals or upon settlement (depending on the payout option chosen) during the Withdrawal Charge Period. The Withdrawal Charge equals a percentage, shown on the Contract Data pages, of the amount subject to the charge.

WITHDRAWAL CHARGE PERIOD: The number of Contract Anniversaries since each Purchase Payment during which Withdrawal Charges are applied to withdrawals of amounts in the Contract. The Withdrawal Charge Period is shown on the Contract Data pages.

YOU AND YOUR: The Owner of the Contract if there is no Joint Owner; if there is a Joint Owner, the Owner and Joint Owner acting jointly. If we receive written authorization from both the Owner and Joint Owner in Good Order, then, upon our consent, we will allow either to represent the entire ownership interest in the Contract, until that authorization has been revoked by either party. This Contract will treat the Owner as having contributed 100% of the Purchase Payments. Therefore, we will treat the Owner as the taxpayer with respect to all distributions made under the Contract while he or she is the Owner, whether or not a Joint Owner is also named.

PURCHASE PAYMENTS

PURCHASE PAYMENTS: The initial Purchase Payment must be paid on the Contract Date. In general, subsequent Purchase Payments may be made at any time before the Annuity Date. However, no Purchase Payments may be made on or after the sole or older of the Owner's or Joint Owner's, or Annuitant's 80th birthday, and we reserve the right to decline any Purchase Payment. The Minimum Subsequent Purchase Payment, Annual Purchase Payment Limits and Aggregate Purchase Payment Limit are shown on the Contract Data pages.

ALLOCATION OF PURCHASE PAYMENTS: Invested

Purchase Payments are allocated to one or more of the Allocation Options in accordance with your selection. The allocation of the initial Invested Purchase Payment is made in accordance with your selection made on the Contract Date. You may change the allocation of future Invested Purchase Payments at any time. If, after the Initial Purchase Payment, we receive a Purchase Payment without allocation instructions, we will allocate the corresponding Invested Purchase Payment in the same proportion as the most recent Purchase Payment you made (unless that was a Purchase Payment you directed us to allocate on a one-time-only basis.) Assuming that all other requirements are received in Good Order, we reserve the right to allocate your initial Invested Purchase Payment to the Money Market Subaccount until we receive your allocation selection. In addition, the Company has reserved the right to allocate the initial Invested Purchase Payment to the Money Market Subaccount under the Right to Cancel Contract provision set forth on the face page of this Contract. All allocations of Invested Purchase Payments are subject to the Allocation Guidelines shown on the Contract Data pages.

Currently, you may select as many of the available Allocation Options as you wish. However, we reserve the right to limit this in the future. If the Purchase Payment and forms required to issue a Contract are in Good Order, the initial Invested Purchase Payment will be credited to your Contract within two (2) Business Days after receipt at the Annuity Service Center. Additional Invested Purchase Payments will be credited to your Contract as of the Business Day they are received.

CREDITS

We add a Credit amount to your Contract Value with each Invested Purchase Payment. Each Credit amount is allocated to the Contract Value when the applicable Invested Purchase Payment is credited to your Contract Value. The Credit is allocated to the Variable Investment Options in the same percentages as the Invested Purchase Payment to which it relates.

The Credit percentage may be determined by the amount of the Purchase Payment. The Credit percentage for your initial Purchase Payment is shown on the Contract Data pages. The Credit percentage on subsequent Purchase Payments will vary, but is guaranteed to be at least 3% of the Purchase Payment.

Each Credit is subject to its own vesting schedule which is shown on the Contract Data pages. If you make a withdrawal of all or part of a Purchase

Payment, the non-vested portion of the Credit attributable to that Purchase Payment will be recaptured in accordance with the vesting schedule. Withdrawals of Purchase Payments are taken on a first-in, first-out basis. The Credit recapture is in addition to any Withdrawal Charges that may be applicable.

If you exercise your Right to Cancel the Contract, the entire Credit will be recaptured.

CONTRACT VALUE

Your Contract Value is the total of all amounts credited to your Contract as of any Business Day as a result of your initial Invested Purchase Payment and the increases and decreases described below.

On the Contract Date, the Contract Value is equal to the initial Invested Purchase Payment and the Credit amount. After that, the Contract Value as of any Business Day is determined by starting with the Contract Value at the end of the previous day and adjusting it for items that increase it or decrease it.

Items that increase the Contract Value are: Invested Purchase Payments, Credit amounts and positive investment performance in a Subaccount.

Items that decrease the Contract Value are: withdrawals and the charges and Credit recaptures associated with them; negative investment performance in a Subaccount; Insurance Charge; Contract Maintenance Charge, if applicable; GMIB Charge, if applicable; Transfer Charge; and any Premium Tax Charge or other tax charge.

Investment results are credited daily and the Insurance Charge is deducted daily. The Contract Maintenance Charge is deducted annually as of the Contract Anniversary and upon a total withdrawal. The GMIB Charge is deducted annually as of the Contract Anniversary and pro-rata upon a total and certain partial withdrawals. Other charges are assessed only if the appropriate event occurs.

VARIABLE SEPARATE ACCOUNT

THE VARIABLE SEPARATE ACCOUNT: The Variable

Separate Account is designated on the Contract Data pages. It consists of assets we have set aside and have kept separate from the rest of our assets and those of our other separate accounts. The assets of the Variable Separate Account, equal to reserves and other liabilities of your Contract and those of other owners, will not be charged with liabilities arising out of any other business we may conduct.

The Variable Separate Account assets are divided into Subaccounts. The assets of the Subaccount are allocated to the Variable Investment Option(s) shown on the Contract Data pages. We may restructure, eliminate or combine Subaccounts or add to or eliminate Variable Investment Option(s) from those shown. You may be permitted to transfer your Contract Value or allocate Invested Purchase Payments to the additional Subaccount(s). However, the right to make such transfers or allocations will be limited by any terms and conditions we may impose.

Should the shares of any Variable Investment Option(s) become unavailable for investment by the Variable Separate Account, we deem further investment in the shares inappropriate, or if required for tax reasons, we may limit further purchase of such shares or substitute shares of another Variable Investment Option for shares already purchased.

VALUATION OF ASSETS: The value of the shares held by the Subaccounts in the Variable Investment Options will be based on the net asset value of the Investment Option on each Business Day.

INSURANCE CHARGE: Each Business Day, we deduct an Insurance Charge from the Subaccounts of the Variable Separate Account which is equivalent, on an annual basis, to the amount shown on the Contract Data pages. The amount of the Insurance Charge is based on whether you have elected the GMDB and on the GMDB Protected Value option that you elect, if any.

CONTRACT MAINTENANCE CHARGE

We deduct an annual Contract Maintenance Charge shown on the Contract Data pages. We determine your Contract Value as of your Contract Anniversary and make any deductions required on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. If a total withdrawal is made on other than a Contract Anniversary, we will determine your Contract Value and make a deduction for the Contract Maintenance Charge the same as we would if it were a Contract Anniversary.

TRANSFERS DURING THE ACCUMULATION PERIOD: A

transfer is subject to the following:

the maximum number of transfers which may be made, the maximum number of transfers which are not subject to a Transfer Charge and the minimum amount which may be transferred are shown on the Contract Data pages;

a Transfer Charge is deducted if a transfer exceeds the maximum number of free transfers. The Transfer Charge is shown on the Contract Data pages. The Transfer Charge is deducted from the amount which is transferred;

a transfer will be effected as of the end of the Business Day when we receive a request in Good Order;

we are not responsible for the consequences resulting from a transfer made in accordance with your instructions;

your right to make transfers is subject to modification if we determine, in our sole opinion, that the exercise of the right by one or more Owners is, or would be, to the disadvantage of other Owners or if required to do so by applicable laws or regulations. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of other Owners or to ensure compliance with such laws or regulations.

A modification could be applied to transfers to or from one or more of the Subaccounts and could include, but not be limited to:

the requirement of a minimum time period between each transfer;

not accepting a transfer request of an agent acting under a power of attorney on behalf of more than one Owner;

limiting the dollar amount that may be transferred among the Subaccounts by an Owner at any one time; or

restricting the number of transfers per year.

[No transfers are permitted after the Annuity Date.]

WITHDRAWALS

WITHDRAWALS: During the Accumulation Period, you may, upon a request in Good Order, make a total or partial withdrawal of the Contract Surrender Value. You may specify the Allocation Option(s) from which a withdrawal will be taken. If you do not so specify, we will take the withdrawal on a pro-rata basis from all Allocation Option(s) to which your Contract Value is allocated.

We will pay the amount of any withdrawal within seven (7) days of receipt of request in Good Order unless the "Suspension or Deferral of Payments Provision" is in effect.

Each partial withdrawal must be for an amount which is not less than the amount shown on the Contract Data pages. The minimum Contract Value which must remain in the Contract after a partial withdrawal in order to keep the Contract in force is shown on the Contract Data pages. If the amount of the withdrawal requested would reduce the Contract Value below this minimum, we will give you the maximum amount available that, with the Withdrawal Charge, would not reduce the Contract Value below such minimum. Special rules may apply for IRAs.

WITHDRAWAL CHARGE: A Withdrawal Charge may apply if you make a withdrawal during the Withdrawal Charge Period for a Purchase Payment. The amount of the Withdrawal Charge varies with the number of Contract Anniversaries that have elapsed since each Purchase Payment was made, and is a percentage, shown on the Contract Data pages, of the amount withdrawn that is subject to the charge. If a withdrawal is effective on the day before a Contract Anniversary, the Withdrawal Charge percentage used will be the one as of the following Contract Anniversary. If you request a partial withdrawal, we will deduct an amount from the Contract Value that is sufficient to pay the Withdrawal Charge, and recapture any Credit subject to recapture under the vesting schedule, and provide you the amount requested.

For purposes of determining the Withdrawal Charge, withdrawals of the Charge-Free Amount will be taken first from Purchase Payments, on a first-in, first-out basis. Withdrawals in excess of the Charge-Free Amount will come first from Purchase Payments, also on a first-in, first-out basis, and will be subject to Withdrawal Charges, if applicable, even if Earnings are available on that date. Once all Purchase Payments have been withdrawn, further

withdrawals will be taken from any remaining Earnings. Earnings are not subject to Withdrawal Charges.

We will waive all Withdrawal Charges upon receipt of due proof that the Owner or Joint Owner is Terminally Ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for at least three months from the Contract Date. This waiver is not available if the Contract has been assigned. In addition, any Credits subject to recapture under the vesting schedule will be recaptured.

Withdrawal Charges will never be greater than that permitted by any applicable law or regulation. Withdrawal Charges may be assessed upon settlement.

PROTECTED VALUE

The Protected Value is the amount which is:

applied to the guaranteed annuity purchase rates to produce the Guaranteed Minimum Income Benefit ("GMIB"); or

applied to provide a Guaranteed Minimum Death Benefit ("GMDB") for your beneficiaries.

If you elect the GMIB or GMDB features, you must elect, as applicable, a Protected Value option for the GMIB ("GMIB Protected Value option") and for the GMDB ("GMDB Protected Value option"). Certain Protected Value options may not be available. The Protected Value is calculated daily and, subject to the Protected Value option that you elect, if any, as shown on the Contract Data pages, and the restrictions described below, can be equal to (1) or (2) or to the greater of (1) and (2), where:

is the "Roll-Up." The Roll-Up is equal to the total Invested Purchase Payments made increased daily at an effective annual interest rate of 5% starting on the date that each Invested Purchase Payment is made, until the cap is reached ("Roll-Up Cap"), and is proportionally reduced by the effect of withdrawals. The Roll-Up Cap is equal to the sum of two times each Invested Purchase Payment and is proportionally reduced by the effect of withdrawals. Once the Roll-Up Cap is reached, the Roll-Up will be increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals; and

is the "Step-Up." Before the first Contract Anniversary, the Step-Up is the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals. The Step-Up on each Contract Anniversary will be reset to the greater of the previous Step-Up and the Contract Value as of such Contract Anniversary. Between Contract Anniversaries, the Step-Up will be increased by Invested Purchase Payments and proportionally reduced by the effect of withdrawals. If the calculation of the GMIB is to be done at a time when any Credit applied to a Purchase Payment is still within the vesting period for that Purchase Payment, as shown on the Contract Data pages, the Step-Up will first be adjusted to recapture the applicable percentage of the Credit. If the calculation of the GMDB is to be done at a time when any

Credit applied to a Purchase Payment has been applied either within one year prior to the date of death or after the date of death, the Step-Up will first be adjusted to recapture the portion of that Credit that is not vested. If the calculation of the GMDB is to be done at a time when any Credit applied to a Purchase Payment has been applied one year or more before the date of death, the Step-Up will not be adjusted to recapture that Credit.

After the Contract Anniversary coinciding with or next following the sole or older Owner's 80th birthday, we stop increasing the Protected Value, except by subsequent Invested Purchase Payments made on or after such Contract Anniversary. This means that, as applicable, we do not increase the Roll-Up by the effective annual interest rate, and we do not increase the Step-Up by any appreciation in the Contract Value. But when you make a withdrawal on or after such Contract Anniversary, we still reduce the Protected Value proportionally by the effect of that withdrawal.

Where the words "proportionally reduced by the effect of withdrawals" are used, the withdrawal reduces those values in the same proportion as it reduces the Contract Value. We calculate the proportion by dividing the Contract Value after the withdrawal (including Withdrawal Charges) by the Contract Value immediately prior to the withdrawal. The resulting percentage is multiplied by the applicable values (before the withdrawal) in determining the Protected Value.

GUARANTEED MINIMUM INCOME BENEFIT

The GMIB is a feature providing for the option to receive a guaranteed minimum income benefit with payments for life with a period certain. The GMIB is only available if you elect the GMDB. If available at that time, the GMIB feature must be elected when you purchase your Contract. Once elected, this election is not revocable until the end of the seventh Contract Year. Once the GMIB election is revoked, it cannot be reinstated. The amount of the GMIB Charge is based on the available GMIB Protected Value option that you elect. The calculation of the GMIB payout amount is described below. You may exercise the GMIB payout option after the Waiting Period. The Exercise Periods run for 30 days and begin on each Contract Anniversary after the Waiting Period ends.

GMIB Payout Amount: The GMIB Payout Amount is based on the age and sex of the Annuitant and Co-Annuitant, if applicable. After first deducting charges for any applicable taxes attributable to premiums, the GMIB payout amount will equal the greater of:

the GMIB Protected Value as of the date the exercise of the GMIB payout option is effective applied to the guaranteed annuity purchase rates and based on the period certain as described below; and

the Adjusted Contract Value as of the date the exercise of the GMIB payout option is effective applied to the current annuity purchase rates then in use and based on the period certain as described below.

Guaranteed Annuity Purchase Rates: The guaranteed annuity purchase rates are attached to this Contract and are based on 1. and 2., below:

the Guaranteed Interest Rate

The guaranteed interest rate used to calculate the guaranteed annuity purchase rates is based on the Contract Anniversary coinciding with or immediately preceding the date the exercise of the GMIB payout option is effective:

Contract Anniversary

Guaranteed Interest Rate

10-14

15 +

3.0%

3.5%

the Guaranteed Mortality Rate

The guaranteed mortality rate used to calculate the guaranteed annuity purchase rates is based on the Annuity 2000 valuation mortality table, with two-year age setbacks, ten-year generational setback and projected mortality improvements (modified Scale G), shown in the tables on page 20.

GMIB Annuity Payout Options:

There are two GMIB annuity payout options available:

GMIB Option 1: Single Life Payout Option: We will make monthly payments for as long as the Annuitant lives, with payments for a period certain. No payments are due after the death of the Annuitant or, if later, the end of the period certain.

GMIB Option 2: Joint Life Payout Option: In the case of an Annuitant and Co-Annuitant, we will make monthly payments for the joint lifetime of the Annuitant and Co-Annuitant, with payments for a period certain. Upon the death of the Annuitant or Co-Annuitant, payments will continue during the remaining lifetime of the survivor at 100% of the original monthly payment if the survivor is the Annuitant and, upon expiration of the period certain, will be reduced to 50% of the original monthly payment if the survivor is the Co-Annuitant. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the period certain.

There is no right of withdrawal under either payout option. Other payout frequencies may be available such as quarterly, semi-annually and annually.

The period certain for the GMIB is based on the Annuitant's age on the date the exercise of the GMIB payout option is effective, as follows:

Age	
Period Certain	
80 or less	
81	
82	
83	
84	
85-90	
10	

9 8 7 6 5 Exercise of the GMIB Payout Option: You may exercise the GMIB payout option by contacting us at the Annuity Service Center. We will

provide you with the necessary forms and inform you of any other information that we require for you to exercise this option. The exercise of the GMIB payout option will be effective when we receive all documentation and other information that we need at the Annuity Service Center during the Exercise Period. The Exercise Period for the GMIB payout option begins on any Contract Anniversary Date after the end of the applicable Waiting Period, shown below. Such Exercise Period ends 30 days after that Contract Anniversary Date, but no later than the Contract Anniversary following the Annuitant's age 90.

Waiting Period: The Waiting Period is based on the age of the sole or older of the Annuitant and Co-Annuitant at issue. The Waiting Period is as follows:

Age
At Issue
Contract Anniversary on which
Waiting Period Ends

0-45
46
47
48
49
50-80
15
14

GMIB Charge: To compensate us for assuming the risks associated with the GMIB, we charge an annual GMIB Charge. The fee is equal to a percentage of the average daily GMIB Protected Value and is deducted: 1) on each Contract Anniversary; 2) upon choice of an option under the Annuity and Settlement Options section of the contract; 3) upon revocation of the GMIB election; 4) upon a full withdrawal; and 5) upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then applicable GMIB Charge. The fee is pro-rated based on the portion of the Contract Year for which the GMIB was in effect. The amount of the fee is based on the GMIB Protected Value option that you elect. The GMIB Charge based on your election is shown on the Contract Data pages.

The fee is withdrawn from each investment option in the same proportion that the value of the Contract Value allocated to an investment option bears to the total Contract Value. Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the then applicable GMIB Charge, the GMIB Charge is deducted from the amount paid.

No GMIB Charge is charged after the Annuity Date, after revocation of the GMIB option, or after exercise of the GMIB payout option. Because we do not impose a new Waiting Period for each subsequent Purchase Payment, if you elect the GMIB, we reserve the right to limit subsequent Purchase Payments if we discover that by the timing of your Purchase Payments and withdrawals, your GMIB Protected Value is increasing in ways that are not intended. In determining whether to limit Purchase Payments, we will look at Purchase Payments which are disproportionately larger than the initial Purchase Payment and other actions that may artificially increase the GMIB Protected Value.

GUARANTEED MINIMUM DEATH BENEFIT

The GMDB is a feature providing for the option to receive an enhanced death benefit upon the death of the sole or last surviving Owner during the Accumulation Period. If available at that time, the GMDB feature must be elected when you purchase your Contract. The amount of the GMDB is based on the GMDB Protected Value option that you elect (see Protected Value section above). If the calculation of the death benefit is to be done at a time when any Credit applied to a Purchase Payment has been applied within one year of the date of death, the Contract Value will first be adjusted to

recapture the portion of that Credit that is not vested. If the calculation of the death benefit is to be done at a time when any Credit applied to a Purchase Payment has been applied one year or more from the date of death, the Contract Value will not be adjusted to recapture that Credit.

If you have elected the GMDB feature, and if a sole or last surviving Owner dies before the Annuity Date, the death benefit payable to your beneficiary will be as described below:

Upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a death benefit equal to the greater of:

the Contract Value, adjusted as described above, as of the date we receive due proof of death and any other documentation we need; and

the GMDB Protected Value as of the date we receive due proof of death and any other documentation we need.

If you do not elect the GMDB feature, upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a base death benefit equal to the greater of:

the Contract Value, adjusted as described above, as of the date we receive due proof of death and any other documentation we need; and

the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

If the ownership of the Contract changes as a result of an assignment, the value of the death benefit will be reset to the Contract Value as of the date of the assignment. Such value will be treated as a Purchase Payment made on that date for purposes of computing the death benefit.

The Beneficiary may, within 60 days of providing proof of death, elect to take the death benefit under one of the death benefit payout options listed below, provided that any payout option shall not include a period certain that exceeds the life expectancy of the Beneficiary. The Beneficiary will be the sole measuring life in determining the amount of any such payout option. If no payout option is selected within the 60 days, the death benefit will be payable as a lump sum.

If the primary Beneficiary of the Owner is the spouse of the Owner at the time of the Owner's death, the Contract will continue and the spouse will become the Owner. If the primary Beneficiary of the Joint Owner is the spouse of the Joint Owner at the time of the Joint Owner's death, the Contract will continue. In either case, the spouse may, within 60 calendar days of providing proof of death, elect to take the Adjusted Contract Value under any of the payout options available under this Contract. If the Contract continues, and the new Annuitant is older than the prior

Annuitant, the Annuity Date will be based on the age of the new Annuitant.

If the Owner and Joint Owner are not spouses at the time of the Owner or Joint Owner's death, the Contract will not continue, the amount payable will equal the Adjusted Contract Value, and the Beneficiary will be required to choose one of the death benefit payout options described below. In that event, the payout described in Choice 2 and the beginning of the distribution described in Choice 3 will be based on the date of death of the first to die of the Owner or Joint Owner.

The death benefit payout options are:

Choice 1 lump sum payment of the death benefit; or

Choice 2 the payment of the entire death benefit within 5 years of the date of death of the last to survive of the

Owner or Joint Owner; or

Choice 3 payment of the death benefit under an Annuity or Settlement Option over the lifetime of the

Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the last to survive of the Owner or Joint Owner.

If the Owner and Joint Owner are spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit not applied under Choice 3 within one year of the date of death of the survivor must be distributed within 5 years of the survivor's date of death. If the Owner and Joint Owner are not spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit, which is equal to the Adjusted Contract Value, not applied under Choice 3 within one year of the date of death of the first to die must be distributed within 5 years of the date of death of the first to die.

Once a death benefit becomes payable, the Payee's interest in any Annuity Benefit under the Contract will cease.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election, unless the Suspension or Deferral of Payments Provision is in effect.

DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD: If

the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant. If there is no surviving Co-Annuitant, and the Annuitant was not the

Owner, the Owner becomes the Annuitant. You have the right to name a new Annuitant within 60 days. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner, a new Annuitant may not be designated, and the Annuitant will be deemed to be the Owner for purposes of determining the death benefit.

DEATH OF ANNUITANT DURING THE ANNUITY PERIOD: If the

Annuitant dies on or after the Annuity Date, the Settlement Option then in effect will govern whether or not we will continue to make any payments. The death of a non-Annuitant Owner or Joint Owner has no effect on the payout during the Annuity Period.

PAYMENT OF DEATH BENEFIT: We will require due proof of death and any other documentation we request in Good Order before any death benefit is paid. All death benefits will be paid in accordance with applicable law or regulations governing death benefit payments.

SPECIAL TAX CONSIDERATIONS: There are special tax rules that apply to IRA and other qualified contracts during both the Accumulation Period and Annuity Period governing distributions upon the death of the Owner. These rules are contained in provisions in the attached endorsements and supersede any other distribution rules contained in the Contract.

The preceding provisions regarding the death of the Owner are intended to satisfy the distribution at death requirements of section 72(s) of the Internal Revenue Code of 1986, as amended. We reserve the right to amend this Contract by subsequent endorsement as necessary to comply with applicable tax requirements, if any, which are subject to change from time to time. Such additional endorsements, if necessary to comply with amended tax requirements, will be mailed to you and become effective within 30 days of mailing, unless you notify us in writing, within that time frame, that you reject the endorsement.

ANNUITY AND SETTLEMENT OPTIONS

GENERAL: On the Annuity Date, the Adjusted Contract Value will be applied under the Annuity or Settlement Option you have selected. If the payment under any option selected would be less than \$20 per month, we reserve the right to pay out the Adjusted Contract Value in a lump sum. We guarantee that the dollar amount of each payment, once determined, will not be affected by variations in mortality or expense experience.

SELECTION OF AN ANNUITY OR SETTLEMENT OPTION: You

may select an Annuity or Settlement Option by notifying us of the selected option in Good Order. If no Annuity or Settlement Option is selected, or if the chosen Option is not received in Good Order, Option 2, Life Income Annuity Option, will automatically be applied. You may, at any time prior to the Annuity Date, by a request in Good Order 30 days in advance, select and/or change the Annuity or Settlement Option.

ANNUITY AND SETTLEMENT OPTIONS: This Contract

provides for payments under one of the Annuity or Settlement Options described below. Any other Annuity or Settlement Option acceptable to us may be selected.

OPTION 1 - FIXED PERIOD ANNUITY OPTION. We will

make equal payments for a period you choose up to 25 years. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 1 shows the minimum amounts we will pay.

OPTION 2 - LIFE INCOME ANNUITY OPTION. We will

make payments for as long as the Annuitant lives, with payments certain for 120 months. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 2 shows the minimum amounts we will pay.

OPTION 3 - INTEREST PAYMENT SETTLEMENT OPTION. We will

credit interest on the Adjusted Contract Value at the rate of at least 3% until you request payment of all or part of the Adjusted Contract Value. At your choice, we will pay interest on the Adjusted Contract Value not yet withdrawn annually, semi-annually, quarterly or monthly. You may request full or partial payment of the Adjusted Contract Value provided, however, that if a partial payment is requested, the amount of any Adjusted Contract Value remaining after such requested amount is paid must be at least \$1,000. This option is not available for qualified contracts.

OTHER ANNUITY OR SETTLEMENT OPTIONS: We may offer

or consent to other settlement options, including life income annuity options with payments certain for a period of other than 120 months. Contact the representative who sold you the Contract or call the toll-free number listed on your quarterly statement for information.

ANNUITY: Unless you designate another Payee, you will be the Payee of the Annuity Payments. The Adjusted Contract Value will be applied to the applicable Annuity Table contained in this Contract based upon the Annuity Option you have selected. The amount of the first payment for each \$1,000 of Adjusted Contract Value is shown in the Annuity Tables. If when Annuity Payments begin we are using tables of annuity rates for these Contracts which result in larger Annuity Payments, we will use those tables instead. Annuity Payments will depend on the age and sex of the Annuitant, where permitted.

WITHDRAWAL CHARGES: If you choose Option 1 for a period of fewer than 5 years or Option 3, the Adjusted Contract Value will be subject to a Withdrawal Charge which will be applied in the same way as if you had made a full withdrawal on the Annuity Date. Any amount used to provide income under Option 1 for a period of 5 years or more or under Option 2 will be applied without charge. If you choose any other method of payment not described in this Contract, we will tell you if it is subject to a Withdrawal Charge.

BENEFICIARY

BENEFICIARY: The Beneficiary designation in effect on the Contract Date will remain in effect until changed. The Beneficiary is entitled to receive the benefits to be paid at the death of the last to die of the Owner or Joint Owner (or the first to die of the Owner or Joint Owner if the Owner and Joint Owner are not spouses at the time of the Owner's or Joint Owner's death) during the Accumulation Period. The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the

Owner. Other than primary Beneficiaries, Beneficiaries must be the same for both the Owner and Joint Owner.

When a Beneficiary is designated, any relationship shown is to the Owner unless otherwise specified.

To show priority among Beneficiaries, we will label the classes, so that the class with first priority is called the primary class, the class with next priority is called the secondary class, and so on. The following statements apply to Beneficiaries unless the Contract Data pages, Contract endorsement or any change request that we have processed specifies otherwise:

One who survives the last to die of the Owner and Joint Owner will have the right to be paid only if no one in a prior class survives the last to die of the Owner and Joint Owner.

One who has the right to be paid will be the only one paid if no one else in the same class survives the last to die of the Owner and Joint Owner.

Two or more in the same class who have the right to be paid will be paid in equal shares.

If no one survives the sole Owner, we will pay in one sum to the Owner's estate.

When there is insufficient evidence to determine the order of death then, unless state law prohibits, we will deem the Owner to be the last survivor and make payment to the Owner's Beneficiary.

Before we make a payment, we have the right to decide what proof we need of the identity, age or any other facts about any persons designated as Beneficiaries. If Beneficiaries are not designated by name and we make payment(s) based on that proof, we will not have to make the payment(s) again.

CHANGE OF BENEFICIARY: To initiate a change of Beneficiary, call the toll-free number listed on your statement or contact the representative who sold you the Contract. We may also ask you to send us the Contract. The change will take effect only when we process the request. Then, any previous Beneficiary's interest will end as of the date we receive the request in Good Order, even if the Owner or Joint Owner is not living when we process the request. We will not be liable for any payment made or action taken before we record the change.

SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS

FROM THE SEPARATE ACCOUNT

We reserve the right to suspend or postpone payments from the Separate Account for a withdrawal or transfer for any period when:

the New York Stock Exchange is closed (other than customary weekend and holiday closings);

trading on the New York Stock Exchange is restricted;

an emergency exists as a result of which disposal of shares of the Investment Options held in the Separate Account is not reasonably practicable or it is not reasonably practicable to determine the value of such shares; or

during any other period when the Securities and Exchange Commission, by order, so permits for the protection of Owners;

provided that applicable rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions described in (2) and (3) exist.

GENERAL PROVISIONS

THE CONTRACT: The entire Contract consists of this Contract, and any attached application, endorsements or riders. This Contract may be changed or altered only by our President or Secretary. Any change, modification or waiver must be made in writing. This Contract may not be modified by us without your consent except as may be required by applicable law, including changes necessary to comply with IRS requirements for annuity contracts, or as set forth in this Contract.

ASSIGNMENT OF A CONTRACT: A request in Good Order specifying the terms of an assignment of a Contract must be provided to the Annuity Service Center. We are under no obligation to verify the assignment's validity or sufficiency. We will not be liable for any payment made or action taken before we record the assignment. If any Owner is living on the Annuity Date and an assignment is in effect on that date, we have the right to pay the Contract Surrender Value in one lump sum to the assignee where notice in Good Order is received. Partial assignments, collateral or otherwise, are not allowed without our approval. We reserve the right to restrict or refuse any assignment.

An assignment which results in a change of ownership will affect the value of the death benefit. Please see the section of the Contract entitled, "Guaranteed Minimum Death Benefit," for more information.

We will not be responsible for the validity or tax consequences of any assignment. Any assignment made after the death benefit has become payable will be valid only with our consent.

If the Contract is assigned, your rights may only be exercised with the consent of the assignee of record.

NON-PARTICIPATING IN SURPLUS: This Contract
does not share in any distribution of our profits or surplus.

INCONTESTABILITY: We will not contest this Contract. We consider all statements made in the application for this Contract to be representations, not warranties.

MISSTATEMENT OF AGE OR SEX: We may require proof of age of the Annuitant before making any life contingent Annuity Payment provided for by this Contract. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the Contract Value would have provided at the true age or sex.

Once Annuity Payments have begun, any underpayments, with interest at 5%, will be made up in one sum with the next Annuity Payment, and overpayments, with interest at 5%, will be deducted from the future Annuity Payments until the total is repaid.

CONTRACT SETTLEMENT: This Contract must be returned to us upon any settlement.

REPORTS: We will send you a report four times each calendar year until the Annuity Date showing your Contract Value and other relevant information about your Contract. We will also furnish an annual report of the Separate Account. These reports will be sent to your last known address.

TAXES: Any taxes, including any Premium Taxes and any other type of tax (or component thereof) measured by or based upon any portion of the Purchase Payment we receive, paid to any governmental entity will be charged against the Contract Value, unless a deduction was made for this tax in calculating the Invested Purchase Payment amount. We will, in our sole discretion, determine when taxes have resulted from: the investment experience of the Separate Account; receipt by us of the Purchase Payment(s); or commencement of Annuity Payments. We may, at our discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. We reserve the right to establish a provision for federal income taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Separate Account. We will deduct for any income taxes incurred by it as a result of the operation of the Separate Account whether or not there was a provision for taxes and whether or not it was sufficient. We will deduct any withholding taxes required by applicable law.

EVIDENCE OF SURVIVAL: Before we make a payment, we have the right to require proof of continued life and any other documentation we need to make a payment. We can require this proof for any person whose life or death determines whether or to whom we must make the payment.

PROTECTION OF PROCEEDS: No Beneficiary may commute, encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any Beneficiary or to any judicial process to levy upon or attach the same for payment thereof.

VALUES AND BENEFITS

Any cash values, paid up annuities and death benefits that may be available under this Contract are not less than the minimum benefits required by the law of any state in which this Contract is delivered.

ANNUITY SETTLEMENT TABLES

Tables 1 and 2 below are applied to the Adjusted Contract Value to compute the minimum amount of the annuity payment. Table 1 is used to compute the minimum annuity payment under Option 1 (Fixed Period Annuity Option). Table 2 is used to compute the minimum annuity payment under Option 2 (Life Income Annuity Option).

If the GMIB was elected, Table 2 or Table 3, as applicable, is applied to the GMIB Protected Value to compute the GMIB payout amount. Table 2 is used to compute the GMIB payout amount when annuitization occurs on or immediately after Contract Anniversaries 10 through 14, with 120 payments certain. Table 3 is used to compute the GMIB payout amount when annuitization occurs on or immediately after Contract Anniversaries 15 or later, with 120 payments certain. For annuitants of attained age 81 or more, the certain period is less than 10 years.

The rates in Tables 1, 2 and 3 are applied per \$1000 of Adjusted Contract Value or GMIB Protected Value, as applicable.

The annuity payments in Tables 2 and 3 are based on the Annuitant's Adjusted Age and sex. The Adjusted Age is the Annuitant's age last birthday prior to the date on which the first Annuity payment is due, adjusted as shown in the "Translation of Adjusted Age" Table.

When we computed the amounts shown in Tables 2 and 3, we adjusted the Annuity 2000 Mortality Table to an age last birthday basis, less two years, with projected mortality improvements (modified Scale G). We used an interest rate of 3% per year in preparing Table 2; we used an interest rate of 3 1/2% in preparing Table 3.

We will calculate annuities for other certain periods using the same interest and mortality assumptions as in Tables 2 and 3.

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY

CONTRACT. NON-PARTICIPATING. ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

Pruco Life Insurance Company

Phoenix, Arizona 85014

A Stock Company Subsidiary of

The Prudential Insurance Company of America

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE
ANNUITY CONTRACT**

Nonparticipating

ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

This is an annuity contract. Subject to the provisions of the Contract, and in consideration of any Purchase Payments you make and we accept, we will make Annuity Payments starting on the Annuity Date shown on the Contract Data pages.

Please read the Contract carefully; it is a legal contract between you and Pruco Life Insurance Company. Expense charges applicable to the Contract are shown on the Contract Data pages. If you have a question about the Contract, or a claim, see your representative or contact the Annuity Service Center.

Right to Cancel Contract

This Contract may be returned within [10] days after you receive it. It can be mailed or delivered to either us, at the Annuity Service Center, or the representative who sold it to you. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. The returned Contract will be canceled upon our receipt, and we will return your money in accordance with applicable law. Under certain circumstances, we have the right to allocate Purchase Payment(s) to the Money Market Subaccount until the expiration of the Right to Cancel period. If we so allocate Purchase Payment(s), we will refund the Purchase Payment(s), less any withdrawals, in the event of cancellation under the terms of this paragraph.

READ YOUR CONTRACT CAREFULLY

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PURCHASE PAYMENTS:

Initial Purchase Payment:

Minimum Subsequent Purchase Payment: \$1,000. For IRA contracts, the Minimum Subsequent Purchase Payment is \$1,000. The Minimum Subsequent Purchase Payment for automatic purchase plans, if available, is \$100.

Annual Purchase Payment Limits: The total of all Purchase Payments made into this Contract in the first Contract Year may not exceed [\$20,000,000]. The total of all Purchase Payments made into this Contract in any Contract Year after the first Contract Year may not exceed [\$2,000,000]. Purchase Payments of greater value may be allowed with our prior approval.

Aggregate Purchase Payment Limit: The total of all Purchase Payments made into this Contract may not exceed [\$20,000,000]. Purchase Payments of greater value may be allowed with our prior approval.

BENEFICIARY:

As designated by Owner at Contract Date unless changed in accordance with the Contract provisions.

CONTRACT MAINTENANCE CHARGE:

If your Contract Value is less than \$50,000, we will charge a Contract Maintenance Charge of the lesser of \$30 or 2% of the Contract Value. This charge is deducted on the Contract Anniversary and when a surrender of the Contract occurs, if the Contract Value at the time is then less than \$50,000. The Contract Maintenance Charge will be deducted on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. During the Annuity Period, we reserve the right to assess an annual Contract Maintenance Charge of \$30. The decision to assess this charge may depend on the Annuity or Settlement Option selected. We reserve the right to increase the Contract Maintenance Charge, but it will not exceed \$60 per Contract Year, and to raise the Contract Value amount over which we will waive the Contract Maintenance Charge.

INSURANCE CHARGE:

This charge depends on whether you have elected the Guaranteed Minimum Death Benefit ("GMDB") feature and on the GMDB Protected Value option that you have elected. This charge is deducted daily from the assets in each of the Subaccounts. If you do not elect the GMDB feature, you do not elect a GMDB Protected Value option, and your death benefit is equal to the base death benefit as described in the GMDB section of the Contract.

☐ You have not elected the GMDB feature. Therefore, the daily rate is [0.00380909%], which is equivalent to an annual rate of [1.40%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the Roll-Up. Therefore, the daily rate is [0.00434896%], which is equivalent to an annual rate of [1.60%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the Step-Up. Therefore, the daily rate is [0.00434896%], which is equivalent to an annual rate of [1.60%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the greater of the Roll-Up and Step-Up. Therefore, the daily rate is [0.00461849%], which is equivalent to an annual rate of [1.70%].

GUARANTEED MINIMUM INCOME BENEFIT ("GMIB") CHARGE:

If you elect the GMIB, the charge depends on the GMIB Protected Value option that you have elected. The charge is calculated daily and deducted on each Contract Anniversary and pro-rata upon a full and certain partial withdrawals. The charge is deducted pro-rata from all Allocation Options to which your Contract Value is allocated.

☐ You have elected the GMIB and the GMIB Protected Value option of the Roll-Up. Therefore, the daily rate is [0.00068408%], which is equivalent to an annual rate of [0.25%].

☐ You have elected the GMIB and the GMIB Protected Value option of the Step-Up. Therefore, the daily rate is [0.00068408%], which is equivalent to an annual rate of [0.25%].

☐ You have elected the GMIB and the GMIB Protected Value option of the greater of the Roll-Up and Step-Up. Therefore, the daily rate is [0.00095723%], which is equivalent to an annual rate of [0.35%].]

☐ You have not elected the GMIB, and, therefore, there is no charge.

ALLOCATION OPTIONS:

VARIABLE INVESTMENT OPTIONS:

The following variable investment options are available through allocation to subaccounts of the Pruco Life Flexible Premium Variable Annuity Account. We reserve the right to limit the availability of the below options, if necessary, in order to comply with federal, state or local law.

- [The Prudential Series Fund
 - Davis Venture Value
 - Fidelity Large Cap Value
 - Prudential Large Cap Value Index
 - Wellington Growth and Income
 - MFS Capital Opportunities
 - Prudential Stock Index
 - Alliance Premier Growth
 - Jennison Growth
 - Marsico Large Cap Growth
 - Prudential Large Cap Growth Index
 - Fidelity Small/Mid Cap Value
 - Prudential Small Cap Value Index
 - Prudential Emerging Growth
 - Wellington Capital Appreciation
 - MFS Mid Cap Growth**
-

MFS New Discovery

Prudential Small Cap Growth Index

PIMCO Total Return

PIMCO High Yield

Strategic Partners Focused Growth Fund

Prudential Money Market

Alliance Technology

Conservative Lifestyle Portfolio

Moderate Lifestyle Portfolio

Moderately Aggressive Lifestyle Portfolio

Aggressive Lifestyle Portfolio

Jennison International

Prudential Global

Deutsche International Equity

Prudential International Index]

INTEREST RATE INVESTMENT OPTIONS:

The following interest rate investment options are currently available. We may add other options in the future.

[DCA FIXED RATE INVESTMENT OPTION

FIXED RATE INVESTMENT OPTION]

ALLOCATION GUIDELINES:

Currently, you may select any Allocation Option which is available at the time the Purchase Payment or transfer is made, with the exception of the DCA Fixed Rate Investment Option for which there may be certain limitations. An amount of at least \$5,000 must be allocated to the DCA Fixed Rate Investment Option, and at least 1% of the Invested Purchase Payment must be allocated to any other Allocation Option. Allocations made pursuant to automatic rebalancing or dollar cost-averaging (not part of a DCA Program) are not subject to these limitations. We reserve the right to limit the availability of the above Allocation Options, if necessary, in order to comply with federal, state or local law.

TRANSFERS:

Number of Transfers Permitted: Currently, there are no limits on the number

of transfers that can be made among Subaccounts. We reserve the right to change this, but the Owner will always be allowed at least 12 transfers among Subaccounts in a Contract Year.

Transfer Charge: The Transfer Charge for each transfer after the first 12 in a Contract Year is \$25. The charge is taken pro-rata from the Allocation Options from which the transfer is made. Transfers made due to automatic rebalancing or dollar cost-averaging (whether or not part of a DCA Program) will not be counted for purposes of the Transfer Charge. We reserve the right to increase this charge, but it will not exceed \$30.

Minimum Amount to be Transferred: Subject to the restrictions contained in the Contract on transfers, the minimum transfer amount is \$250 or your entire interest in any Allocation Option, if less. This requirement is waived if the transfer is pursuant to automatic rebalancing. The minimum periodic transfer amount for amounts transferred pursuant to the dollar cost averaging feature or from the DCA Fixed Rate Investment Option under a DCA Program is \$100.

WITHDRAWALS:

Withdrawal Charge: The Withdrawal Charge is a percentage of the amount withdrawn that is subject to a charge, and depends on the number of Contract Anniversaries that have elapsed since a Purchase Payment was made.

Number of Contract

Anniversaries Since Date

of Each Purchase

Payment

Withdrawal

Charge

[0

1

3 4 5 6 7 8 9 8%

8%

7%

6%

5%

4%

3%

2%

1%

0%]

Charge-Free Amount: A certain amount (the Charge-Free Amount) may be withdrawn without incurring a Withdrawal Charge. The Charge-Free Amount available in any current Contract Year is calculated as of the Contract Anniversary date and is equal to 10% of the sum of all Purchase Payments received in excess of all Purchase Payments withdrawn and is applied on a first-in, first-out basis.

Minimum Amount Which May Be Withdrawn: The minimum amount which may be withdrawn is [\$250]. The minimum amount which may be withdrawn under a systematic withdrawal plan is [\$100].

Minimum Contract Value Which Must Remain in the Contract After a Withdrawal: The minimum Contract Value which must remain in the Contract in order to keep the Contract in force after a withdrawal is \$2,000.

DCA FIXED RATE INVESTMENT OPTION:

Minimum Guaranteed Interest Rate: 3%

Initial Interest Segment Interest Rate: [7%]

FIXED RATE INVESTMENT OPTION:

Minimum Interest Crediting Rate: 3%

Initial Interest Segment Interest Rate: [5%]

ENDORSEMENTS:

[Individual Retirement Annuity Endorsement]

ANNUITY SERVICE CENTER:

[Annuity Service Center

P.O. Box 14215

New Brunswick, NJ 08906-4215]

DEFINITIONS

ACCUMULATION PERIOD: The period from, and including, the Contract Date to, but excluding, the Annuity Date.

ADJUSTED CONTRACT VALUE: The Contract Value as of the Annuity Date less any applicable Premium Tax Charge. The applicable

Annuity Table is applied to this amount to determine the initial Annuity Payment.

ALLOCATION OPTIONS: Those investment options available under the Contract as of any given time to which Contract Value may be allocated. Allocation Options as of the Contract Date are shown on the Contract Data pages.

ANNUITANT: The person named on the first page upon whose continuation of life any Annuity Payment involving life contingencies depends. If the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant, if the requirements for changing Annuity Date are met (see definition of Annuity Date). If there is no surviving or eligible Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You then have 60 days from the date we receive due proof of death of the Annuitant or Co-Annuitant to name a new Annuitant. If no new Annuitant is named during that 60 day period, the Owner will remain the Annuitant. You may not change an Annuitant or Co-Annuitant and may add or remove an Annuitant or Co-Annuitant only with our prior approval.

ANNUITY DATE: The date the first Annuity or Settlement Payment to the Payee is due. The Annuity Date is shown on the original Contract Data pages. You must have our permission to change the Annuity Date. If there is a new Annuitant due to the death of the Annuitant, and the new Annuitant is older than the prior Annuitant, the Annuity Date will be based on the age of the new Annuitant; however any such changed Annuity Date must be at least three years after the Contract Date, must be earlier than the date shown on the Contract Data pages, cannot be later than the Contract Anniversary next following the new Annuitant's 90th birthday and must be consistent with applicable law at the time.

ANNUITY OR SETTLEMENT PAYMENTS: The series

of payments made to you or any named payee after the Annuity Date as described under the Annuity or Settlement Option selected.

ANNUITY PERIOD: The period of time, beginning on the Annuity Date, during which Annuity or Settlement Payments are made.

ANNUITY SERVICE CENTER: The office indicated on the Contract Data pages to which notices, requests and Purchase Payments must be sent. All sums payable to us under the Contract must be sent to the Annuity Service Center. The Annuity Service Center address may be changed at any time. You will be notified in advance and in writing of any change in address.

BENEFICIARY: The person(s) or entity(ies) who has the right to receive the death benefit when the last survivor of the Owner or Joint Owner dies (or the first to die of the Owner or Joint Owner if the Owner and Joint Owner are not spouses at the time of the Owner's or Joint Owner's death). The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner.

BUSINESS DAY: Any day the New York Stock Exchange and the Company are open for business.

CHARGE-FREE AMOUNT: The Charge-Free Amount is a portion of the Contract Value that may be withdrawn without incurring a Withdrawal Charge.

CO-ANNUITANT: The person shown on the Contract Data pages who becomes the Annuitant upon the death of the Annuitant before the Annuity Date. No Co-Annuitant may be designated if the Owner is a non-natural person.

COMPANY: Pruco Life Insurance Company, an Arizona corporation.

CONTRACT ANNIVERSARY: The same day and month as the Contract Date in each later year.

CONTRACT DATE: The date shown on the Contract Data pages on which the first Contract Year begins.

CONTRACT SURRENDER VALUE: The Contract Value less any applicable Premium Tax Charge, Withdrawal Charge, GMIB Charge or Contract Maintenance Charge.

CONTRACT VALUE: The dollar value as of any Business Day prior to the Annuity Date of all amounts accumulated under this Contract.

CONTRACT YEAR: A year which starts on the Contract Date or on a Contract Anniversary.

DCA Fixed Rate Investment Option: A portion of the General Account into which you may allocate Invested Purchase Payments. It does not share in the investment experience of any Subaccount of the Variable Separate Account.

DCA Interest Segment: A DCA Interest Segment is a portion of the DCA Option that is created whenever you allocate all or part of an Invested Purchase Payment to the DCA Option.

DCA Program: A DCA Program permits you to allocate all or part of an Invested Purchase Payment to the DCA Option and automatically transfer amounts on a periodic basis from the DCA Option to selected Variable Investment Options for a given period of time.

EARNINGS: The excess of the Contract Value over the sum of all Purchase Payments made and not yet withdrawn.

ELIGIBLE HOSPITAL: An institution that meets either of the following requirements:

It is accredited as a hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organizations; or

It is legally operated, has 24-hour a day supervision by a staff of doctors, has 24-hour a day nursing service by registered graduate nurses, and either:

It mainly provides general inpatient medical care and treatment of sick and injured persons by the use of medical, diagnostic and major surgical facilities. All such facilities are located in it or are under its control; or

It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including x-ray and laboratory). All such facilities are located in it, are under its control, or are available to it under a written agreement with a hospital (as defined above) or with a specialized provider of these facilities.

An eligible hospital is not an institution, or part of one, that: (a) furnishes mainly homelike or custodial care, or training in the routines of daily living; or (b) is mainly a school.

ELIGIBLE NURSING HOME: An institution or special nursing unit of a hospital that meets at least one of the following requirements:

It is Medicare approved as a provider of skilled nursing care services;

It is licensed as a skilled nursing home or as an intermediate care facility by the state it is located in; or

It meets all the following requirements:

It is licensed as a nursing home by the state it is located in;

Its main function is to provide skilled, intermediate, or custodial nursing care;

It is engaged in providing continuous room and board accommodations to 3 or more persons;

It is under the supervision of a registered nurse (RN) or licensed practical nurse (LPN);

It maintains a daily medical record of each patient; and

It maintains control and records for all medications dispensed.

GOOD ORDER: An instruction received at the Annuity Service Center, utilizing such forms, signatures and datings as we require, that is sufficiently complete and clear that we do not need to exercise any discretion to follow such instructions. We will notify you if an instruction is not in Good Order.

INTEREST RATE INVESTMENT OPTION(S): Those interest rate option(s) available under the Contract as of any given time. Interest Rate Investment Option(s) as of the Contract Date are shown on the Contract Data pages.

INVESTED PURCHASE PAYMENTS: The balance of each Purchase Payment after we make any applicable deduction for: (1) Premium Tax Charge; and (2) charge for any other type of tax (or component thereof) measured by or based upon the amount of the Purchase Payment we receive.

JOINT OWNER: The spouse of the Owner, if named on the Contract Data pages as the Joint Owner, who shares ownership rights with the Owner as defined under this Contract. You may add, change or remove a Joint Owner, subject to our underwriting rules. The Contract may never have more than one Joint Owner. No Joint Owner is permitted for IRAs or other qualified contracts.

OWNER: The person or entity named on the Contract Data pages who has ownership rights as defined under the Contract provided that, if a Joint Owner is named, the Owner shares ownership rights with the Joint Owner. You may change the Owner subject to our underwriting rules. Any change of an Owner will be effective when we process the request.

PAYEE: The person who has a right to receive Annuity or Settlement Payments under the Annuity and Settlement Options provision of this Contract. The Payee can be designated as revocable or irrevocable at your discretion. If you do not designate a Payee at least 5 Business Days before the Annuity Date, the Owner will become the Payee.

PREMIUM TAX CHARGE: A charge which may be deducted from Purchase Payments or Contract Value for premium taxes owed by us to any governmental entity.

PURCHASE PAYMENT: A payment you make to this Contract.

SUBACCOUNT: Variable Separate Account assets are divided into Subaccounts. Assets of each Subaccount will be invested in shares of a Variable Investment Option.

TERMINALLY ILL: We consider someone terminally ill who has a life expectancy of six months or less. Proof of Terminal Illness must include a certification by a licensed physician.

VARIABLE INVESTMENT OPTION: Those investment options available under the Contract through the Subaccounts as of any given time. Variable Investment Options as of the Contract Date are shown on the Contract Data pages.

VARIABLE SEPARATE ACCOUNT: A segregated asset account maintained by us to support this and certain other contracts. The segregated asset account(s) available as of the Contract Date is shown on the Contract Data pages.

WE, OUR AND US: Pruco Life Insurance Company.

WITHDRAWAL CHARGES: A charge assessed on partial or full withdrawals or upon settlement (depending on the payout option chosen) during the Withdrawal Charge Period. The Withdrawal Charge equals a percentage, shown on the Contract Data pages, of the amount subject to the charge.

WITHDRAWAL CHARGE PERIOD: The number of Contract

Anniversaries since each Purchase Payment during which Withdrawal Charges are applied to withdrawals of amounts in the Contract. The Withdrawal Charge Period is shown on the Contract Data pages.

YOU AND YOUR: The Owner of the Contract if there is no Joint Owner; if there is a Joint Owner, the Owner and Joint Owner acting jointly. If we receive written authorization from both the Owner and Joint Owner in Good Order, then, upon our consent, we will allow either to represent the entire ownership interest in the Contract, until that authorization has been revoked by either party. This Contract will treat the Owner as having contributed 100% of the Purchase Payments. Therefore, we will treat the Owner as the taxpayer with respect to all distributions made under the Contract while he or she is the Owner, whether or not a Joint Owner is also named.

PURCHASE PAYMENTS

PURCHASE PAYMENTS: The initial Purchase Payment must be paid on the Contract Date. In general, subsequent Purchase Payments may be made at any time before the Annuity Date. However, no Purchase Payments may be made on or after the sole or older of the Owner's or Joint Owner's, or Annuitant's 80th birthday, and we reserve the right to decline any Purchase Payment. The Minimum Subsequent Purchase Payment, Annual Purchase Payment Limits and Aggregate Purchase Payment Limit are shown on the Contract Data pages.

ALLOCATION OF PURCHASE PAYMENTS: Invested Purchase Payments are allocated to one or more of the Allocation Options in accordance with your selection. The allocation of the initial Invested Purchase Payment is made in accordance with your selection made on the Contract Date. You may change the allocation of future Invested Purchase Payments at any time. If, after the Initial Invested Purchase Payment, we receive a Purchase Payment without allocation instructions, we will allocate the corresponding Invested Purchase Payment in the same proportion as the most recent Purchase Payment you made (unless that was a Purchase Payment you directed us to allocate on a one-time-only basis.) Assuming that all other requirements are received in Good Order, we reserve the right to allocate your initial Invested Purchase Payment to the Money Market Subaccount until we receive your allocation selection. In addition, the Company has reserved the right to allocate the initial Invested Purchase Payment to the Money Market Subaccount under the Right to Cancel Contract provision set forth on the face page of this Contract. All allocations of Invested Purchase Payments are subject to the Allocation Guidelines shown on the Contract Data pages.

Currently, you may select any Allocation Option which is available at the time the Purchase Payment or transfer is made, with the exception of the DCA Option for which there may be certain limitations. However, we reserve the right to limit this in the future. If the Purchase Payment and forms required to issue a Contract are in Good Order, the initial Invested Purchase Payment will be credited to your Contract within two (2) Business Days after receipt at the Annuity Service Center. Additional Invested Purchase Payments will be credited to your Contract as of the Business Day they are received.

CONTRACT VALUE

Your Contract Value is the total of all amounts credited to your Contract

as of any Business Day as a result of your initial Invested Purchase Payment and the increases and decreases described below.

On the Contract Date, the Contract Value is equal to the initial Invested Purchase Payment. After that, the Contract Value as of any Business Day is determined by starting with the Contract Value at the end of the previous day and adjusting it for items that increase it or decrease it.

Items that increase the Contract Value are: Invested Purchase Payments, positive investment performance in a Subaccount and interest credited to an Interest Rate Investment Option.

Items that decrease the Contract Value are: withdrawals and the charges associated with them; negative investment performance in a Subaccount; Insurance Charge; Contract Maintenance Charge, if applicable; GMIB Charge, if applicable; Transfer Charge; and any Premium Tax Charge or other tax charge.

Investment results and interest are credited daily and the Insurance Charge is deducted daily. The Contract Maintenance Charge is deducted annually as of the Contract Anniversary and upon a total withdrawal. The GMIB Charge is deducted annually as of the Contract Anniversary and pro-rata upon a total and certain partial withdrawals. Other charges are assessed only if the appropriate event occurs.

VARIABLE SEPARATE ACCOUNT

THE VARIABLE SEPARATE ACCOUNT: The Variable Separate Account is designated on the Contract Data pages. It consists of assets we have set aside and have kept separate from the rest of our assets and those of our other separate accounts. The assets of the Variable Separate Account, equal to reserves and other liabilities of your Contract and those of other owners, will not be charged with liabilities arising out of any other business we may conduct.

The Variable Separate Account assets are divided into Subaccounts. The assets of the Subaccount are allocated to the Variable Investment Option(s) shown on the Contract Data pages. We may restructure, eliminate or combine Subaccounts or add to or eliminate Variable Investment Option(s) from those shown. You may be permitted to transfer your Contract Value or allocate Invested Purchase Payments to the additional Subaccount(s). However, the right to make such transfers or allocations will be limited by any terms and conditions we may impose.

Should the shares of any Variable Investment Option(s) become unavailable for investment by the Variable Separate Account, we deem further investment in the shares inappropriate, or if required for tax reasons, we may limit further purchase of such shares or substitute shares of another Variable Investment Option for shares already purchased.

VALUATION OF ASSETS: The value of the shares held by the Subaccounts in the Variable Investment Options will be based on the net asset value of the Investment Option on each Business Day.

INSURANCE CHARGE: Each Business Day, we deduct an Insurance Charge from the Subaccounts of the Variable Separate Account which is equivalent, on an annual basis, to the amount shown on the Contract Data pages.

The amount of the Insurance Charge is based on whether you have elected the GMDB and on the GMDB Protected Value option that you elect, if any.

DCA FIXED RATE INVESTMENT OPTION

DCA PROGRAM: If a DCA Program is elected, you may allocate all or part of your Invested Purchase Payments to the DCA Fixed Rate Investment Option ("DCA Option"). The DCA Program provides for a systematic transfer of the funds allocated to the DCA option on a periodic basis from the DCA Option to selected Variable

Investment Options for a given number of payments. However, you may not transfer any Contract Value to the DCA Option from the other Allocation Options.

INTEREST TO BE CREDITED: A DCA Interest Segment is a portion of the DCA Option that is created when you allocate all or part of an Invested Purchase Payment to the DCA Option. We credit interest to the amount in each DCA Interest Segment daily at the daily equivalent of a specific rate declared for that DCA Interest Segment until the earliest of: 1) the date the amount in the DCA Interest Segment is transferred out of the DCA Interest Segment; 2) the date the amount in the DCA Interest Segment is withdrawn; 3) the date as of which any death benefit payable is determined, and 4) the Annuity Date. The initial Interest Segment Interest Rate applicable for Invested Purchase Payments allocated to the DCA Option on the Contract Date is shown on the Contract Data pages. Interest rates for future allocations to the DCA Option will be declared on or before the date when those allocations are made. The declared rates will never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data pages. The current effective interest rates can be found by contacting the representative who sold you this Contract or by calling the Annuity Service Center.

TRANSFERS: Invested Purchase Payments allocated to the DCA Option are transferred systematically on a periodic basis to the Variable Investment Options which you have specified. We will transfer the amount allocated in a series of equal payments on each transfer date such that the amount of each payment corresponds to the number of payments for the period selected for the transfers. The final transfer includes the interest credited during the period (but see below for the effect of withdrawals). The first periodic transfer from the DCA Option is made as of the date of the allocation of the applicable Invested Purchase Payment. Subsequent transfers are made on the periodic anniversary of the first transfer (for example, monthly or quarterly). The final transfer amount includes the interest credited during the elected period. Once the initial transfer has been processed, the transfer period may not be changed. The Variable Investment Options to which the transfers are being made may be changed. Transfers from the DCA Option do not count toward the maximum number of free transfers permissible under the Contract.

EFFECT OF WITHDRAWALS ON TRANSFERS: Withdrawals from the DCA Option are permitted. We will recalculate the periodic transfer amount to reflect the reduction in the DCA Option caused by the withdrawal. This recalculation may include some or all of the interest credited to the date of the next scheduled transfer. Any interest that is not included in the recalculated transfer amount

will be paid with the final transfer amount, unless there is another subsequent withdrawal. Deductions of the Contract Maintenance Charge, Insurance Charge and GMIB Charge are treated as withdrawals for this purpose. If a withdrawal reduces the periodic transfer amount to below \$100, the remaining balance in the DCA Option will be transferred to the Variable Investment Options that you had most recently selected for the DCA program on the next scheduled transfer date. If a withdrawal request does not specify the Allocation Options from which the withdrawal is to be made, we will take the withdrawal on a pro-rata basis from all Allocation Options to which your Contract Value is then allocated. Systematic withdrawals from the DCA Option are permitted.

DEFERRAL OF PAYMENTS OR TRANSFERS FROM THE GENERAL ACCOUNT: We reserve the right to defer payment for a withdrawal or transfer from the DCA Option for the period permitted by law, but for not more than six months after a request in Good Order is received by us at the Annuity Service Center.

FIXED RATE INVESTMENT OPTION

INTEREST RATE: The initial Interest Segment Interest Rate applicable to the Fixed Rate Investment Option on the Contract Date is shown on the Contract Data page. We will credit interest to amounts allocated to the Fixed Rate Investment Option at the daily equivalent of the rate shown for this Option. Interest rates for future allocations or transfers to this Option will be declared when those allocations or transfers are made. The declared rates will never be less than the Minimum Interest Crediting Rate shown on the Contract Data page.

INTEREST SEGMENT: An interest segment is created whenever you allocate or transfer an amount to the Fixed Rate Investment Option. We credit interest to the amount in each interest segment daily at a specific rate declared for that interest segment until the earliest of: the date it is withdrawn; the date it is transferred to another Allocation Option; the maturity date of the segment; and the date as of which a death benefit is determined.

TRANSFERS: At the maturity date of an interest segment, you have 30 days during which you may elect to transfer the amount in that interest segment into any of the Allocation Options available on that date, other than a DCA Option. Once you have made an election, and we have received it, it may not be reversed. Amounts that are transferred to another interest segment, if available at that time, during the 30 day period will receive the rate that is effective as of the maturity date for that interest segment. Amounts that you withdraw or transfer into another Allocation Option during the 30 day period will receive interest from the maturity date to the date of withdrawal or transfer at the rate that would have applied to those amounts had you taken no action within the 30 day period. If you do not make an election to transfer within 30 days following the maturity date of the segment, we will transfer the amount in the interest segment on the maturity date to an interest segment with the same duration to maturity as the maturing interest segment.

CONTRACT MAINTENANCE CHARGE

We deduct an annual Contract Maintenance Charge shown on the Contract Data page. We determine your Contract Value as of your Contract Anniversary and make any deductions required on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. If a total withdrawal is made on other than a Contract Anniversary, we will determine your Contract Value and make a deduction for the Contract Maintenance Charge the same as we would if it were a Contract Anniversary.

TRANSFERS

TRANSFERS DURING THE ACCUMULATION PERIOD: A transfer

is subject to the following:

the maximum number of transfers which may be made, the maximum number of transfers which are not subject to a Transfer Charge and the minimum amount which may be transferred are shown on the Contract Data pages;

a Transfer Charge is deducted if a transfer exceeds the maximum number of free transfers. The Transfer Charge is shown on the Contract Data pages. The Transfer Charge is deducted from the amount which is transferred;

a transfer will be effected as of the end of the Business Day when we receive a request in Good Order;

we are not responsible for the consequences resulting from a transfer made in accordance with your instructions;

your right to make transfers is subject to modification if we determine, in our sole opinion, that the exercise of the right by one or more Owners is, or would be, to the disadvantage of other Owners or if required to do so by applicable laws or regulations. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of other Owners or to ensure compliance with such laws or regulations. A modification could be applied to transfers to or from one or more of the Subaccounts and could include, but not be limited to:

the requirement of a minimum time period between each transfer;

not accepting a transfer request of an agent acting under a power of attorney on behalf of more than one Owner;

limiting the dollar amount that may be transferred among the Subaccounts by an Owner at any one time; or

restricting the number of transfers per year.

[No transfers are permitted after the Annuity Date.]

WITHDRAWALS

WITHDRAWALS: During the Accumulation Period, you may, upon a request in Good Order, make a total or partial withdrawal of the

Contract Surrender Value. You may specify the Allocation Option(s) from which a withdrawal will be taken. If you do not so specify, we will take the withdrawal on a pro-rata basis from all Allocation Option(s) to which your Contract Value is allocated.

We will pay the amount of any withdrawal within seven (7) days of receipt of request in Good Order unless the "Suspension or Deferral of Payments Provision" is in effect.

Each partial withdrawal must be for an amount which is not less than the amount shown on the Contract Data pages. The minimum Contract Value which must remain in the Contract after a partial withdrawal in order to keep the Contract inforce is shown on the Contract Data pages. If the amount of the withdrawal requested would reduce the Contract Value below this minimum, we will give you the maximum amount available that, with the Withdrawal Charge, would not reduce the Contract Value below such minimum. Special rules may apply for IRAs.

WITHDRAWAL CHARGE: A Withdrawal Charge may apply if you make a withdrawal during the Withdrawal Charge Period for a Purchase Payment. The amount of the Withdrawal Charge varies with the number of Contract Anniversaries that have elapsed since a Purchase Payment was made, and is a percentage, shown on the Contract Data pages, of the amount withdrawn that is subject to the charge. If a withdrawal is effective on the day before a Contract Anniversary, the Withdrawal Charge percentage used will be the one as of the following Contract Anniversary. If you request a partial withdrawal, we will deduct an amount from the Contract Value that is sufficient to pay the Withdrawal Charge and provide you the amount requested.

For purposes of determining the Withdrawal Charge, withdrawals of the Charge-Free Amount will be taken first from Purchase Payments, on a first-in, first-out basis. Withdrawals in excess of the Charge-Free Amount will come first from Purchase Payments, also on a first-in, first-out basis, and will be subject to Withdrawal Charges, if applicable, even if Earnings are available on that date. Once all Purchase Payments have been withdrawn, further withdrawals will be taken from any remaining Earnings. Earnings are not subject to Withdrawal Charges.

We will waive all Withdrawal Charges upon receipt of due proof that the Owner or Joint Owner is Terminally Ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for at least three months from the Contract Date. This waiver is not available if the Contract has been assigned.

Withdrawal Charges will never be greater than that permitted by any applicable law or regulation. Withdrawal Charges may be assessed upon settlement.

PROTECTED VALUE

The Protected Value is the amount which is:

applied to the guaranteed annuity purchase rates to produce the Guaranteed Minimum Income Benefit ("GMIB"); or

applied to provide a Guaranteed Minimum Death Benefit ("GMDB") for your beneficiaries.

If you elect the GMIB or GMDB features, you must elect, as applicable, a Protected Value option for the GMIB ("GMIB Protected Value option") and for the GMDB ("GMDB Protected Value option"). Certain Protected Value options may not be available. The Protected Value is calculated daily and, subject to the Protected Value option that you elect, if any, as shown on the Contract Data pages, and the restrictions described below, can be equal to (1) or (2) or to the greater of (1) and (2), where:

is the "Roll-Up". The Roll-Up is equal to the total Invested Purchase Payments made increased daily at an effective annual interest rate of 5% starting on the date that each Invested Purchase Payment is made, until the cap is reached ("Roll-Up Cap"), and is proportionally reduced by the effect of withdrawals. The Roll-Up Cap is equal to the sum of two times each Invested Purchase Payment and is proportionally reduced by the effect of withdrawals. Once the Roll-Up Cap is reached, the Roll-Up will be increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals; and

is the "Step-Up". Before the first Contract Anniversary, the Step-Up is the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals. The Step-Up on each Contract Anniversary will be reset to the greater of the previous Step-Up and the Contract Value as of such Contract Anniversary. Between Contract Anniversaries, the Step-Up will be increased by Invested Purchase Payments and proportionally reduced by the effect of withdrawals.

After the Contract Anniversary coinciding with or next following the sole or older Owner's 80th birthday, we stop increasing the Protected Value, except by subsequent Invested Purchase Payments made on or after such Contract Anniversary. This means that, as applicable, we do not increase the Roll-Up by the effective annual interest rate, and we do not increase the Step-Up by any appreciation in the Contract Value. But when you make a withdrawal on or after such Contract Anniversary, we still reduce the Protected Value proportionally by the effect of that withdrawal.

Where the words "proportionally reduced by the effect of withdrawals" are used, the withdrawal reduces those values in the same proportion as it reduces the Contract Value. We calculate the proportion by dividing the Contract Value after the withdrawal (including Withdrawal Charges) by the Contract Value immediately prior to the withdrawal. The resulting percentage is multiplied by the applicable values (before the withdrawal) in determining the Protected Value.

GUARANTEED MINIMUM INCOME BENEFIT

The GMIB is a feature providing for the option to receive a guaranteed minimum income benefit with payments for life with a period certain. The GMIB is available only if you elect the GMDB. If available at that time, the GMIB feature must be elected when you purchase your Contract. Once elected, this election is not revocable until the end of the seventh Contract Year. Once the GMIB election is revoked, it cannot be reinstated. The amount of the GMIB Charge is based on the available GMIB Protected Value

option that you elect. The calculation of the GMIB payout amount is described below. You may exercise the GMIB payout option after the Waiting Period. The Exercise Periods run for 30 days and begin on each Contract Anniversary after the Waiting Period ends.

GMIB Payout Amount: The GMIB Payout Amount is based on the age and sex of the Annuitant and Co-Annuitant, if applicable. After first deducting charges for any applicable taxes attributable to premiums, the GMIB payout amount will equal the greater of:

the GMIB Protected Value as of the date the exercise of the GMIB payout option is effective applied to the guaranteed annuity purchase rates and based on the period certain as described below; and

the Contract Value as of the date the exercise of the GMIB payout option is effective applied to the current annuity purchase rates then in use and based on the period certain as described below.

Guaranteed Annuity Purchase Rates: The guaranteed annuity purchase rates are attached to this Contract and are based on 1. and 2., below:

the Guaranteed Interest Rate

The guaranteed interest rate used to calculate the guaranteed annuity purchase rates is based on the Contract Anniversary coinciding with or immediately preceding the date the exercise of the GMIB payout option is effective:

Contract Anniversary

Guaranteed Interest Rate

10-14

15 +

3.0%

3.5%

the Guaranteed Mortality Rate

The guaranteed mortality rate used to calculate the guaranteed annuity purchase rates is based on the Annuity 2000 valuation mortality table, with

two-year age setbacks, ten-year generational setback and projected mortality improvements (modified Scale G), shown in the tables on page 20.

GMIB Annuity Payout Options:

There are two GMIB annuity payout options available:

GMIB Option 1: Single Life Payout Option: We will make monthly payments for as long as the Annuitant lives, with payments for a period certain. No payments are due after the death of the Annuitant or, if later, the end of the period certain.

GMIB Option 2: Joint Life Payout Option: In the case of an Annuitant and Co-Annuitant, we will make monthly payments for the joint lifetime of the Annuitant and Co-Annuitant, with payments for a period certain. Upon the death of the Annuitant or Co-Annuitant, payments will continue during the remaining lifetime of the survivor at 100% of the original monthly payment if the survivor is the Annuitant and, upon expiration of the period certain, will be reduced to 50% of the original monthly payment if the survivor is the Co-Annuitant. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the period certain.

There is no right of withdrawal under either payout option. Other payout frequencies may be available such as quarterly, semi-annually and annually.

The period certain for the GMIB is based on the Annuitant's age on the date the exercise of the GMIB payout option is effective, as follows:

Age
Period Certain
80 or less
81
82
83
84
85-90

9 8 7 6 5 Exercise of the GMIB Payout Option: You may exercise the GMIB payout option by contacting us at the Annuity Service Center. We will provide you with the necessary forms and inform you of any other information that we require for you to exercise this option. The exercise of the GMIB payout option will be effective when we receive all documentation and other information that we need at the Annuity Service Center during the Exercise Period. The Exercise Period for the GMIB payout option begins on any Contract Anniversary Date after the end of the applicable Waiting Period, shown below. Such Exercise Period ends 30 days after that Contract Anniversary Date, but no later than the Contract Anniversary following the Annuitant's age 90.

Waiting Period: The Waiting Period is based on the age of the sole or older of the Annuitant and Co-Annuitant at issue. The Waiting Period is as follows:

Age
At Issue
Contract Anniversary on which
Waiting Period Ends

0-45

47
48
49
50-80
15
14
13
12
11
10

GMIB Charge: To compensate us for assuming the risks associated with the GMIB, we charge an annual GMIB Charge. The fee is equal to a percentage of the average daily GMIB Protected Value and is deducted:
1) on each Contract Anniversary; 2) upon choice of an option under the Annuity and Settlement Options section of the contract; 3) upon revocation of the GMIB election; 4) upon a full withdrawal; and 5) upon a partial withdrawal if the Contract Value remaining after such partial withdrawal is not enough to cover the then applicable GMIB Charge. The fee is pro-rated based on the portion of the Contract Year for which the GMIB was in effect. The amount of the fee is based on the GMIB Protected Value option that you elect. The GMIB Charge based on your election is shown on the Contract Data pages.

The fee is withdrawn from each investment option in the same proportion that the value of the Contract Value allocated to an investment option bears to the total Contract Value. Upon a full withdrawal or if the Contract Value remaining after a partial withdrawal is not enough to cover the then applicable GMIB Charge, the GMIB Charge is deducted from the amount paid.

No GMIB Charge is charged after the Annuity Date, after revocation of the GMIB option, or after exercise of the GMIB payout option. Because we do not impose a new Waiting Period for each subsequent Purchase Payment, if you elect the GMIB, we reserve the right to limit

subsequent Purchase Payments if we discover that by the timing of your Purchase Payments and withdrawals, your GMIB Protected Value is increasing in ways that are not intended. In determining whether to limit Purchase Payments, we will look at Purchase Payments which are disproportionately larger than the initial Purchase Payment and other actions that may artificially increase the GMIB Protected Value.

GUARANTEED MINIMUM DEATH BENEFIT

The GMDB is a feature providing for the option to receive an enhanced death benefit upon the death of the sole or last surviving Owner during the Accumulation Period. If available at that time, the GMDB feature must be elected when you purchase your Contract. The amount of the GMDB is based on the GMDB Protected Value option that you elect (see Protected Value section).

If you have elected the GMDB feature, and if a sole or last surviving Owner dies before the Annuity Date, the death benefit payable to your beneficiary will be as described below:

Upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a death benefit equal to the greater of:

the Contract Value as of the date we receive due proof of death and any other documentation we need; and

the GMDB Protected Value as of the date we receive due proof of death and any other documentation we need.

If you do not elect the GMDB feature, upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a base death benefit equal to the greater of:

the Contract Value as of the date we receive due proof of death and any other documentation we need; and

the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

If the ownership of the Contract changes as a result of an assignment, the value of the death benefit will be reset to the Contract Value as of the date of the assignment. Such value will be treated as a Purchase Payment made on that date for purposes of computing the death benefit.

The Beneficiary may, within 60 days of providing proof of death, elect to take the death benefit under one of the death benefit payout options listed below, provided that any payout option shall not include a period certain that exceeds the life expectancy of the Beneficiary. The Beneficiary will be the sole measuring life in determining the amount of any such payout option. If no payout option is selected within the 60 days, the death benefit will be payable as a lump sum.

If the primary Beneficiary of the Owner is the spouse of the Owner at the time of the Owner's death, the Contract will continue and the spouse will become the Owner. If the primary Beneficiary of the Joint Owner is the spouse of the Joint Owner at the time of the Joint Owner's death, the Contract will continue. In either case, the spouse may, within 60 calendar days of providing proof of death, elect to take the Adjusted Contract Value under any of the payout options available under this Contract. If the Contract continues, and the new Annuitant is older than the prior Annuitant, the Annuity Date will be based on the age of the new Annuitant.

If the Owner and Joint Owner are not spouses at the time of the Owner or Joint Owner's death, the Contract will not continue, the amount payable will equal the Adjusted Contract Value, and the Beneficiary will be required to choose one of the death benefit payout options described below. In that event, the payout described in Choice 2 and the beginning of the distribution described in Choice 3 will be based on the date of death of the first to die of the Owner or Joint Owner.

The death benefit payout options are:

Choice 1 lump sum payment of the death benefit; or

Choice 2 the payment of the entire death benefit within 5 years of the date of death of the last to survive of the

Owner or Joint Owner; or

Choice 3 payment of the death benefit under an Annuity or Settlement Option over the lifetime of the

Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the last to survive of the Owner or Joint Owner.

If the Owner and Joint Owner are spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit not applied under Choice 3 within one year of the date of death of the survivor must be distributed within 5 years of the survivor's date of death. If the Owner and Joint Owner are not spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit, which is equal to the Adjusted Contract Value, not applied under Choice 3 within one year of the date of death of the first to die must be distributed within 5 years of the date of death of the first to die. Once a death benefit becomes payable, the Payee's interest in any Annuity Benefit under the Contract will cease.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election, unless the Suspension or Deferral of Payments

Provision is in effect.

DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD: If

the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant. If there is no surviving Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You have the right to name a new Annuitant within 60 days. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner, a new Annuitant may not be designated, and the Annuitant will be deemed to be the Owner for purposes of determining the death benefit.

DEATH OF ANNUITANT DURING THE ANNUITY PERIOD: If the

Annuitant dies on or after the Annuity Date, the Settlement Option then in effect will govern whether or not we will continue to make any payments. The death of a non-Annuitant Owner or Joint Owner has no effect on the payout during the Annuity Period.

PAYMENT OF DEATH BENEFIT: We will require due proof of death and any other documentation we request in Good Order before any death benefit is paid. All death benefits will be paid in accordance with applicable law or regulations governing death benefit payments.

SPECIAL TAX CONSIDERATIONS: There are special tax rules that apply to IRA and other qualified contracts during both the Accumulation Period and Annuity Period governing distributions upon the death of the Owner. These rules are contained in provisions in the attached endorsements and supersede any other distribution rules contained in the Contract.

The preceding provisions regarding the death of the Owner are intended to satisfy the distribution at death requirements of section 72(s) of the Internal Revenue Code of 1986, as amended. We reserve the right to amend this Contract by subsequent endorsement as necessary to comply with applicable tax requirements, if any, which are subject to change from time to time. Such additional endorsements, if necessary to comply with amended tax requirements, will be mailed to you and become effective within 30 days of mailing, unless you notify us in writing, within that time frame, that you reject the endorsement.

ANNUITY AND SETTLEMENT OPTIONS

GENERAL: On the Annuity Date, the Adjusted Contract Value will be applied under the Annuity or Settlement Option you have selected. If the payment under any option selected would be less than \$20 per month, we reserve the right to pay out the Adjusted Contract Value in a lump sum. We guarantee that the dollar amount of each payment, once determined, will not be affected by variations in mortality or expense experience.

SELECTION OF AN ANNUITY OR SETTLEMENT OPTION: You may

select an Annuity or Settlement Option by notifying us of the selected option in Good Order. If no Annuity or Settlement Option is selected, or if the chosen Option is not received in Good Order, Option 2, Life Income Annuity Option, will automatically be applied. You may, at any time prior to the Annuity Date, by a request in Good Order 30 days in advance, select and/or change the Annuity or Settlement Option.

ANNUITY AND SETTLEMENT OPTIONS: This Contract provides for payments under one of the Annuity or Settlement Options described below. Any other Annuity or Settlement Option acceptable to us may be selected.

OPTION 1 - FIXED PERIOD ANNUITY OPTION. We will make

equal payments for a period you choose up to 25 years. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 1 shows the minimum amounts we will pay.

OPTION 2 - LIFE INCOME ANNUITY OPTION. We will make

payments for as long as the Annuitant lives, with payments certain for 120 months. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 2 shows the minimum amounts we will pay.

OPTION 3 - INTEREST PAYMENT SETTLEMENT OPTION. We will

credit interest on the Adjusted Contract Value at the rate of at least 3% until you request payment of all or part of the Adjusted Contract Value. At your choice, we will pay interest on the Adjusted Contract Value not yet withdrawn annually, semi-annually, quarterly or monthly. You may request full or partial payment of the Adjusted Contract Value provided, however, that if a partial payment is requested, the amount of any Adjusted Contract Value remaining after such requested amount is paid must be at least \$1,000. This option is not available for qualified contracts.

OTHER ANNUITY OR SETTLEMENT OPTIONS: We may offer or

consent to other settlement options, including life income annuity options with payments certain for a period of other than 120 months. Contact the representative who sold you the Contract or call the toll-free number listed on your quarterly statement for information.

ANNUITY: Unless you designate another Payee, you will be the Payee of the Annuity Payments. The Adjusted Contract Value will be applied to the applicable Annuity Table contained in this Contract based upon the Annuity Option you have selected. The amount of the first payment for each \$1,000 of Adjusted Contract Value is shown in the Annuity Tables. If when Annuity Payments begin we are using tables of annuity rates for these Contracts which result in larger Annuity Payments, we will use those tables instead. Annuity Payments will depend on the age and sex of the Annuitant, where permitted.

WITHDRAWAL CHARGES: If you choose Option 1 for a period of fewer than 5 years or Option 3, the Adjusted Contract Value will be subject to a Withdrawal Charge which will be applied in the same way as if you had made a full withdrawal on the Annuity Date. Any amount used to provide income under Option 1 for a period of 5 years or more or under Option 2 will be applied without charge. If you choose any other method of payment not described in this Contract, we will tell you if it is subject to a Withdrawal Charge.

BENEFICIARY

BENEFICIARY: The Beneficiary designation in effect on the Contract Date will remain in effect until changed. The Beneficiary is entitled to receive the benefits to be paid at the death of the last to die of the Owner or Joint Owner (or the first to die of the Owner or Joint Owner if the Owner and Joint Owner are

not spouses at the time of the Owner's or Joint Owner's death) during the Accumulation Period. The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner. Other than primary Beneficiaries, Beneficiaries must be the same for both the Owner and Joint Owner.

When a Beneficiary is designated, any relationship shown is to the Owner unless otherwise specified.

To show priority among Beneficiaries, we will label the classes, so that the class with first priority is called the primary class, the class with next priority is called the secondary class, and so on. The following statements apply to Beneficiaries unless the Contract Data pages, Contract endorsement or any change request that we have processed specifies otherwise:

One who survives the last to die of the Owner and Joint Owner will have the right to be paid only if no one in a prior class survives the last to die of the Owner and Joint Owner.

One who has the right to be paid will be the only one paid if no one else in the same class survives the last to die of the Owner and Joint Owner.

Two or more in the same class who have the right to be paid will be paid in equal shares.

If no one survives the sole Owner, we will pay in one sum to the Owner's estate.

When there is insufficient evidence to determine the order of death then, unless state law prohibits, we will deem the Owner to be the last survivor and make payment to the Owner's Beneficiary.

Before we make a payment, we have the right to decide what proof we need of the identity, age or any other facts about any persons designated as Beneficiaries. If Beneficiaries are not designated by name and we make payment(s) based on that proof, we will not have to make the payment(s) again.

CHANGE OF BENEFICIARY: To initiate a change of Beneficiary, call the toll-free number listed on your statement or contact the representative who sold you the Contract. We may also ask you to send us the Contract. The change will take effect only when we process the request. Then, any previous Beneficiary's interest will end as of the date we receive the request in Good Order, even if the Owner or Joint Owner is not living when we process the request. We will not be liable for any payment made or action taken before we record the change.

SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS

FROM THE SEPARATE ACCOUNT

We reserve the right to suspend or postpone payments from the Separate Account for a withdrawal or transfer for any period when:
the New York Stock Exchange is closed (other than customary weekend and

holiday closings);

trading on the New York Stock Exchange is restricted;

an emergency exists as a result of which disposal of shares of the Investment Options held in the Separate Account is not reasonably practicable or it is not reasonably practicable to determine the value of such shares; or

during any other period when the Securities and Exchange Commission, by order, so permits for the protection of Owners;

provided that applicable rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions described in (2) and (3) exist.

GENERAL PROVISIONS

THE CONTRACT: The entire Contract consists of this Contract, and any attached application, endorsements or riders. This Contract may be changed or altered only by our President or Secretary. Any change, modification or waiver must be made in writing. This Contract may not be modified by us without your consent except as may be required by applicable law, including changes necessary to comply with IRS requirements for annuity contracts, or as set forth in this Contract.

ASSIGNMENT OF A CONTRACT: A request in Good Order specifying the terms of an assignment of a Contract must be provided to the Annuity Service Center. We are under no obligation to verify the assignment's validity or sufficiency. We will not be liable for any payment made or action taken before we record the assignment. If any Owner is living on the Annuity Date and an assignment is in effect on that date, we have the right to pay the Contract Surrender Value in one lump sum to the assignee where notice in Good Order is received. Partial assignments, collateral or otherwise, are not allowed without our approval. We reserve the right to restrict or refuse any assignment.

An assignment which results in a change of ownership will affect the value of the death benefit. Please see the section of the Contract entitled, "Guaranteed Minimum Death Benefit", for more information.

We will not be responsible for the validity or tax consequences of any assignment. Any assignment made after the death benefit has become payable will be valid only with our consent.

If the Contract is assigned, your rights may only be exercised with the consent of the assignee of record.

NON-PARTICIPATING IN SURPLUS: This Contract does not share in any distribution of our profits or surplus.

INCONTESTABILITY: We will not contest this Contract. We consider all statements made in the application for this Contract to be representations, not warranties.

MISSTATEMENT OF AGE OR SEX: We may require proof of age of the Annuitant before making any life contingent Annuity Payment provided for by this Contract. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the Contract Value would have provided at the true age or sex.

Once Annuity Payments have begun, any underpayments, with interest at 5%, will be made up in one sum with the next Annuity Payment, and overpayments, with interest at 5%, will be deducted from the future Annuity Payments until the total is repaid.

CONTRACT SETTLEMENT: This Contract must be returned to us upon any settlement.

REPORTS: We will send you a report four times each calendar year until the Annuity Date showing your Contract Value and other relevant information about your Contract. We will also furnish an annual report of the Separate Account. These reports will be sent to your last known address.

TAXES: Any taxes, including any Premium Taxes and any other type of tax (or component thereof) measured by or based upon any portion of the Purchase Payment we receive, paid to any governmental entity will be charged against the Contract Value, unless a deduction was made for this tax in calculating the Invested Purchase Payment amount. We will, in our sole discretion, determine when taxes have resulted from: the investment experience of the Separate Account; receipt by us of the Purchase Payment(s); or commencement of Annuity Payments. We may, at our discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. We reserve the right to establish a provision for federal income taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Separate Account. We will deduct for any income taxes incurred by it as a result of the operation of the Separate Account whether or not there was a provision for taxes and whether or not it was sufficient. We will deduct any withholding taxes required by applicable law.

EVIDENCE OF SURVIVAL: Before we make a payment, we have the right to require proof of continued life and any other documentation we need to make a payment. We can require this proof for any person whose life or death determines whether or to whom we must make the payment.

PROTECTION OF PROCEEDS: No Beneficiary may commute, encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any Beneficiary or to any judicial process to levy upon or attach the same for payment thereof.

VALUES AND BENEFITS

Any cash values, paid up annuities and death benefits that may be available under this Contract are not less than the minimum benefits required by the law of any state in which this Contract is delivered.

ANNUITY SETTLEMENT TABLES

Tables 1 and 2 below are applied to the Adjusted Contract Value to compute the minimum amount of the annuity payment. Table 1 is used to compute the minimum annuity payment under Option 1 (Fixed Period Annuity Option). Table 2 is used to compute the minimum annuity payment under Option 2 (Life Income Annuity Option).

If the GMIB was elected, Table 2 or Table 3, as applicable, is applied to the GMIB Protected Value to compute the GMIB payout amount. Table 2 is used to compute the GMIB payout amount when annuitization occurs on or immediately after Contract Anniversaries 10 through 14, with 120 payments certain. Table 3 is used to compute the GMIB payout amount when annuitization occurs on or immediately after Contract Anniversaries 15 or later, with 120 payments certain. For annuitants of attained age 81 or more, the certain period is less than 10 years.

The rates in Tables 1, 2 and 3 are applied per \$1000 of Adjusted Contract Value or GMIB Protected Value, as applicable.

The annuity payments in Tables 2 and 3 are based on the Annuitant's Adjusted Age and sex. The Adjusted Age is the Annuitant's age last birthday prior to the date on which the first Annuity payment is due, adjusted as shown in the "Translation of Adjusted Age" Table.

When we computed the amounts shown in Tables 2 and 3, we adjusted the Annuity 2000 Mortality Table to an age last birthday basis, less two years, with projected mortality improvements (modified Scale G). We used an interest rate of 3% per year in preparing Table 2; we used an interest rate of 3 1/2% in preparing Table 3.

We will calculate annuities for other certain periods using the same interest and mortality assumptions as in Tables 2 and 3.

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY

CONTRACT. NON-PARTICIPATING. ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

[PRUDENTIAL FINANCIAL LOGO]

PRUCO LIFE INSURANCE COMPANY

Phoenix, Arizona 85014

a Prudential Financial company

ENDORSEMENT

This Endorsement is made a part of the Contract to which it is attached and is effective immediately. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The following hereby amends and supersedes the provisions of the Contract mentioned below.

We add the following new or revised definitions to the DEFINITIONS section of the Contract:

ADJUSTED CONTRACT VALUE: The Contract Value as of the Annuity Date, adjusted for any Market Value Adjustment, less any applicable Premium Tax Charge. The applicable Annuity Table is applied to this amount to determine the initial Annuity Payment.

CONTRACT SURRENDER VALUE: The Contract Value, adjusted for any Market Value Adjustment, less any applicable Premium Tax Charge, Withdrawal Charge, optional benefit charge or Contract Maintenance Charge.

GUARANTEED INTEREST RATE (GIR) PERIOD: The number of years for which a particular Guaranteed Interest Rate is applicable to an amount allocated or transferred to an MVA Option.

GUARANTEED INTEREST RATE (GIR): The interest rate applicable to an amount allocated or transferred to a Market Value Adjustment Option. The Guaranteed Interest Rate will never be less than [3%].

MARKET VALUE ADJUSTMENT OR MVA: The amount by which any portion of Contract Value in an MVA Option is adjusted if withdrawn, transferred or annuitized at any time other than the 30-day period immediately following the end of the Guaranteed Interest Rate Period. A Market Value Adjustment can be a positive or a negative adjustment. An MVA may be applied even if the Contract has been continued by a surviving spouse under the spousal continuance provision.

MARKET VALUE ADJUSTMENT (MVA) OPTION: An interest rate option that credits a declared interest rate for a stipulated period of time. Withdrawals or transfers may be subject to a Market Value Adjustment, which can be a positive or a negative adjustment. We may offer multiple MVA Options at any one time, each with a different interest rate and guarantee period. Amounts allocated or transferred to a Market Value Adjustment Option are held in the Separate Account identified on the Contract Data pages.

We add the following new section to the Contract:

MARKET VALUE ADJUSTMENT (MVA) OPTION

INTEREST SEGMENT: An interest segment is created whenever you allocate or transfer an amount to an MVA Option. You may have multiple interest segments associated with an MVA Option. We credit interest to the amount in each interest segment at the daily equivalent of the specific rate declared for that interest segment until the earliest of:

(1) the date the Contract is surrendered;

- (2) the date the amount is withdrawn;
- (3) the date the amount is transferred;
- (4) the maturity date of the interest segment;
- (5) the Annuity Date; and
- (6) the date as of which a death benefit is determined.

GUARANTEED INTEREST RATE (GIR) PERIOD: When you allocate or transfer an amount to an MVA Option, the option will have a GIR Period, which is the number of years for which the Guaranteed Interest Rate is applicable to that amount. The GIR Period will be a set number of years. We reserve the right to determine what MVA Options we will offer. You may not elect an MVA Option with a GIR Period that would mature after the Contract's Annuity Date.

Prior to the end of a GIR Period, we will notify you, at your last known address, of the available MVA Options and their corresponding GIR Periods offered by us at that time. You have 30 days immediately following the end of the current GIR Period to provide us a written request in Good Order to elect one of the following options:

- (1) elect that the amount in the interest segment be allocated to an MVA Option with the same or different GIR Period as your current GIR Period, provided that we are offering a GIR Period of that duration at that time.;
- (2) transfer the amount to another Allocation Option; or
- (3) withdraw the amount from the Contract.

You may elect different options for different portions of an interest segment, subject to the minimum amount restrictions applicable to withdrawals and transfers. Withdrawals from a maturing interest segment during this 30-day period will be subject to any applicable Withdrawal Charge but not the MVA. Transfers from a maturing interest segment during this 30-day period will not be subject to Transfer Charges or the MVA. If you elect to allocate the amount in a maturing interest segment to an MVA option with the same or different GIR period, the interest rate you receive will be the one available on the day we receive your election instructions.

If we do not receive a written request in Good Order during the 30-day period immediately following the end of a GIR Period, the amount in that interest segment will be transferred to the money market subaccount at the end of the 30-day period. Amounts that you withdraw or transfer during the 30-day period will receive interest until the date of withdrawal or transfer. The interest rate will be the current interest rate available for an MVA Option with the same GIR Period as the maturing interest segment, on that segment's maturity date. If we do not offer such a period, the interest rate will be the current rate associated with the MVA Option with the shortest GIR Period available at the time.

ALLOCATIONS AND TRANSFERS TO MVA OPTIONS: You may allocate up to 100% of your purchase payments to an MVA Option. You may transfer up to 100% of your Contract Value to an MVA Option, except that no transfers may be made from the DCA Option, and amounts held in the Fixed Rate Investment Option are subject to the restrictions on transfers set forth in the Contract. You may invest in one MVA Option or a combination of MVA Options

having different GIR Periods. The minimum allocation or transfer to any one MVA Option is \$1,000.

MARKET VALUE ADJUSTMENT (MVA): Amounts withdrawn from an MVA Option (including by transfer or annuitization), prior to the end of a GIR Period, may be subject to a Market Value Adjustment (MVA). The MVA is applied as a positive or negative adjustment to the applicable portion of the Contract Value by multiplying the withdrawal amount before deduction of any applicable Withdrawal Charge by the MVA factor.

The MVA factor is equal to:

[Equation]

where: i = is the Guaranteed Interest Rate currently credited to this interest segment at the time of the withdrawal, transfer, annuitization, or settlement;

j = is the current credited interest rate at the time of the withdrawal, transfer, annuitization, or settlement for an MVA Option having a GIR Period equal to the number of whole years remaining in this interest segment's GIR Period, plus one; and

n = is the number of months remaining in this interest segment's GIR Period (rounded up).

If we no longer offer a particular GIR Period, for the purpose of determining a rate for use in the MVA formula, we will use linear interpolation and the current rates of the GIR Periods closest in duration to those to be used in the formula. If we cannot interpolate, the current crediting rate for any GIR Period not being offered will be equal to:

- 1) the current Treasury spot rate for that GIR Period, plus
- 2) the current crediting rate for the next longer GIR Period then being offered, minus
- 3) the current Treasury spot rate for that next longer GIR Period.

The current rate (j) in the MVA formula is subject to the same Minimum Interest Crediting Rate as the GIR.

If the current rate (j) in the MVA formula is higher than the guaranteed rate (i) for an interest segment, the value of that segment will experience a negative MVA upon withdrawal, transfer, annuitization, or settlement. If the current rate (j) in the MVA formula is lower than the guaranteed rate (i) for an interest segment, the value of that segment may experience a positive MVA upon withdrawal, transfer, annuitization or settlement.

A Market Value Adjustment will not be applied to a withdrawal, transfer, annuitization, or settlement within 30 days immediately following the end of a GIR Period.

A Market Value Adjustment will not be applied to any cancellation of the Contract under the RIGHT TO CANCEL CONTRACT provision on the cover page of the Contract.

A Market Value Adjustment will not be applied when the death benefit is payable.

A Market Value Adjustment will not be applied for withdrawals after receipt of due proof that the Owner or Joint Owner is terminally ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for three months since the Contract Date.

WITHDRAWALS FROM MVA OPTIONS: A withdrawal from an interest segment associated with an MVA Option, within 30 days immediately following the end of its GIR Period, is not subject to the MVA. You may specify the interest segment or MVA Option from which you would like to make a withdrawal. If you specify an MVA Option, but not an interest segment, the withdrawal will be taken from the interest segment associated with that MVA Option that has the least time remaining until its maturity date. If you request a withdrawal from your contract, and do not provide specific instructions, we will take the withdrawal on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. In this situation, all funds in MVA Options will be summed and considered as one Allocation Option. The portion of the withdrawal associated with MVA Options will be taken from the interest segments with the least amount of time

remaining until the maturity date, regardless of the GIR period. A withdrawal from an MVA Option may be subject to an MVA, even if the withdrawal is not subject to a Withdrawal Charge because it is a Charge-Free Amount.

TRANSFERS FROM MVA OPTIONS:

A transfer from an interest segment associated with an MVA Option is subject to an MVA unless made during the 30 days immediately following the end of its GIR Period. You may specify the interest segment or MVA Option from which you would like to make a transfer. If you specify an MVA Option, but not an interest segment, the transfer will be taken from the interest segment associated with that MVA Option that has the least time remaining until its maturity date. Transfers from an interest segment within the 30 days immediately following the end of a GIR Period do not count toward the maximum number of transfers which may be made under the Contract. Transfers from an MVA Option at any other time count toward the maximum number of transfers which may be made under the Contract and may be subject to a Transfer Charge. Any Transfer Charge will be deducted from the unadjusted Contract Value before any adjustment for the MVA. If a transfer is being made from more than one interest segment or MVA Option, the applicable Transfer Charge will be proportionally deducted from the Contract Value associated with each MVA Option or interest segment. Any deduction for Transfer Charges will be made prior to the transfer. If a Transfer Charge is applicable, and the full amount in an interest segment or an MVA Option is being transferred, the Transfer Charge will be deducted first from the Contract Value, and the remaining amount will then be transferred. If a Transfer Charge is applicable, and the amount in an interest segment or MVA Option is insufficient to pay the Transfer Charge and provide the requested transfer amount, the Transfer Charge will be deducted first from the unadjusted Contract Value, and the remaining amount will then be transferred.

We reserve the right to defer payment for a withdrawal or transfer from an MVA Option for the period permitted by law, but for not more than six months after a request in Good Order is received by us at the Annuity Service Center.

Except as modified herein, all terms and conditions of the Contract remain unchanged.

Signed for Pruco Life Insurance Company

By: /s/ Clifford E. Kirsch

Secretary

[PRUDENTIAL LOGO] Pruco Life Insurance Company
2999 North 44th Street, Suite 250
Phoenix, Arizona 85014

a stock Prudential Financial company

This is an annuity contract. Subject to the provisions of the Contract, and in consideration of any Purchase Payments you make and we accept, we will make Annuity Payments starting on the Annuity Date shown on the Contract Data pages.

Please read the Contract carefully; it is a legal contract between you and Pruco Life Insurance Company. Expense charges applicable to the Contract are shown on the Contract Data pages. If you have a question about the Contract, or a claim, see your representative or contact the Annuity Service Center.

BENEFITS AND VALUES UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THEY ARE SUBJECT TO CHANGE BOTH UP AND DOWN AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. AMOUNTS DIRECTED INTO A MARKET VALUE ADJUSTMENT OPTION MAY BE ADJUSTED UPWARD OR DOWNWARD BY THE APPLICATION OF A MARKET VALUE ADJUSTMENT FORMULA. THE MARKET VALUE ADJUSTMENT APPLIES TO WITHDRAWALS AND AMOUNTS APPLIED TO PURCHASE AN ANNUITY. HOWEVER, SUCH PAYMENTS MADE BY US WITHIN THE 30 DAYS IMMEDIATELY FOLLOWING THE END OF A GUARANTEED INTEREST RATE PERIOD, PAYMENT OF THE CHARGE-FREE AMOUNT, AND A DEATH BENEFIT PAID DURING THE ACCUMULATION PHASE ARE NOT SUBJECT TO A MARKET VALUE ADJUSTMENT. SEE THE "MARKET VALUE ADJUSTMENT (MVA) OPTION" PROVISION FOR A DESCRIPTION OF THE FORMULA, AND THE VALUES AVAILABLE WITHOUT AN ADJUSTMENT.

RIGHT TO CANCEL CONTRACT

This Contract may be returned within 10 days (20 days in Idaho and North Dakota; 30 days in California if you are 60 years of age or older) after you receive it. It can be mailed or delivered to either the Annuity Service Center, or the representative who sold it to you. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. The returned Contract will be canceled upon our receipt, and we will return your money in accordance with applicable law. A Market Value Adjustment will not be applied to the amount paid during the Right to Cancel period. Under certain circumstances, we have the right to allocate Purchase Payment(s) to the Money Market Subaccount until the expiration of the Right to Cancel period. If we so allocate Purchase Payment(s), we will refund the Purchase Payments(s), less any withdrawals, in the event of cancellation under the terms of this paragraph.

READ YOUR CONTRACT CAREFULLY

Signed for Pruco Life Insurance Company, an Arizona Corporation.

/s/ Signature /s/ Signature
Secretary President

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT
NONPARTICIPATING

ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. MVA OPTIONS ARE SUBJECT TO MARKET VALUE ADJUSTMENTS.

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CONTRACT DATA

OWNER: [John Doe] SEX: [M] AGE AT ISSUE: [35]
JOINT OWNER: [Mary Doe] SEX: [F] AGE AT ISSUE: [35]
ANNUITANT: [John Doe] SEX: [M] AGE AT ISSUE: [35]
CO-ANNUITANT: [Mary Doe] SEX: [F] AGE AT ISSUE: [35]

CONTRACT NUMBER: [12345] CONTRACT DATE: [May 1, 2003]
PLAN TYPE: [Non-Qualified] ANNUITY DATE: [May 1, 2063]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: [\$10,000.00]

MINIMUM SUBSEQUENT PURCHASE PAYMENT: \$500. A lesser Minimum Subsequent Purchase Payment may apply to any available payroll deduction plan or other automatic purchase plan.

ANNUAL PURCHASE PAYMENT LIMITS: The total of all Purchase Payments made into this Contract in the first Contract Year may not exceed \$20,000,000. The total of all Purchase Payments made into this Contract in any Contract Year after the first Contract Year may not exceed \$2,000,000. Purchase Payments of greater value may be allowed with our prior approval.

AGGREGATE PURCHASE PAYMENT LIMIT: The total of all Purchase Payments made into this Contract may not exceed \$20,000,000. Purchase Payments of greater value may be allowed with our prior approval.

BENEFICIARY:

[As designated by Owner at Contract Date unless changed in accordance with the Contract provisions.]

INSURANCE CHARGE:

The Insurance Charge depends on whether you have elected the Guaranteed Minimum Death Benefit ("GMDB") feature and on the GMDB Protected Value option that you have elected. This charge is deducted daily from the assets in each of the Subaccounts. If you do not elect the GMDB feature, your death benefit is equal to the base death benefit as described in the Guaranteed Minimum Death Benefit section of the Contract.

☐ You have not elected the GMDB feature. The daily rate is [0.00448376%], which is equivalent to an annual rate of [1.65%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the GMDB Roll-Up. The daily rate is [0.00515678%], which is equivalent to an annual rate of [1.90%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the GMDB Step-Up. The daily rate is [0.00515678%], which is equivalent to an annual rate of [1.90%].

☐ You have elected the GMDB feature and the GMDB Protected Value option of the greater of the GMDB Roll-Up and the GMDB Step-Up. The daily rate is [0.00542552%], which is equivalent to an annual rate of [2.00%].

CONTRACT MAINTENANCE CHARGE

If your Contract Value is less than [\$100,000], we will charge a Contract Maintenance Charge of the lesser of [\$50] or 2% of the Contract Value. The charge is deducted on the Contract Anniversary and when a surrender of the Contract occurs, if the Contract Value at the time is then less than [\$100,000]. We reserve the right to raise the maximum Contract Maintenance Charge we may charge in a Contract Year, but it will not exceed \$60. We also reserve the right to raise the Contract Value amount over which we will waive the Contract Maintenance Charge.

VARIABLE SEPARATE ACCOUNT: [The Pruco Life Flexible Premium Variable Annuity Account]

INTEREST RATE INVESTMENT OPTIONS:

The following interest rate investment options are currently available. We may add other options in the future.

DOLLAR COST AVERAGING (DCA) FIXED RATE INVESTMENT OPTION:
MINIMUM GUARANTEED INTEREST RATE: [3%]

INITIAL INTEREST SEGMENT INTEREST RATE: [7% for the 6-month DCA Interest Segment]

FIXED RATE ACCOUNT:

MINIMUM GUARANTEED INTEREST RATE: [2% annually on all amounts allocated or transferred to a Fixed Rate Account interest segment prior to the tenth Contract Anniversary; 3% annually on all amounts allocated or transferred to a Fixed Rate Account interest segment on or after the tenth Contract Anniversary.]

INITIAL INTEREST SEGMENT INTEREST RATE: [5%] INITIAL BASE INTEREST CREDITING RATE: [4%] INITIAL ADDITIONAL INTEREST CREDITING RATE: [1%]

MARKET VALUE ADJUSTMENT (MVA) OPTION:
MINIMUM GUARANTEED INTEREST RATE: [3%]

INITIAL GUARANTEED MVA OPTION INTEREST RATE	INITIAL GUARANTEED PERIOD INTEREST RATE

☐ 1 Year	☐ 1 Year X%
☐ 2 Years	☐ 2 Years X%
☐ 3 Years	☐ 3 Years X%
☐ 4 Years	☐ 4 Years X%
☐ 5 Years	☐ 5 Years X%
☐ 6 Years	☐ 6 Years X%
☐ 7 Years	☐ 7 Years X%
☐ 8 Years	☐ 8 Years X%
☐ 9 Years	☐ 9 Years X%
☐ 10 Years	☐ 10 Years X%

ALLOCATION GUIDELINES:

Currently, you may select any Allocation Option which is available at the time the Purchase Payment or transfer is made. Allocations to the DCA Fixed Rate Investment Option may only be made from the Initial Purchase Payment and must be at least \$2,000. Allocations to any MVA Option must be at least \$1,000. Allocations to any other Allocation Option must be at least 1% of the Invested Purchase Payment. Allocations made pursuant to automatic rebalancing or dollar cost averaging (not part of the DCA Program) are not subject to these limitations. We reserve the right to limit the availability of the Allocation Options, if necessary, in order to comply with federal or state law.

WITHDRAWALS:

[WITHDRAWAL CHARGE: The Withdrawal Charge is a percentage of the amount withdrawn that is subject to a charge, and depends on the Contract Year in which the withdrawal is made.

Contract Year	Withdrawal Charge
1	7%
2	7%
3	7%
4 or later	0%]]

[CHARGE-FREE AMOUNT: A certain amount (the Charge-Free Amount) may be withdrawn during the Withdrawal Charge Period without incurring a Withdrawal Charge. The Withdrawal Charge Period is the maximum number of Contract Years during which a Withdrawal Charge will apply, as shown in the above table. Prior to the first Contract Anniversary, the Charge-Free Amount is equal to [10% of the initial Purchase Payment]. The Charge-Free Amount available in any subsequent Contract Year during the Withdrawal Charge Period is calculated as of the immediately preceding Contract Anniversary date, and is equal to [10% of the sum of gross Purchase Payments as of that Contract Anniversary date].]

MINIMUM AMOUNT WHICH MAY BE WITHDRAWN: The minimum amount which may be withdrawn is [\$250]. The minimum amount which may be withdrawn under a systematic withdrawal plan is [\$100].

MINIMUM CONTRACT VALUE WHICH MUST REMAIN IN THE CONTRACT AFTER A WITHDRAWAL: The minimum Contract Value which must remain in the Contract in order to keep the Contract in force after a withdrawal is [\$2,000].

CREDIT

If you elect to receive the Credit, we will add a Credit Amount to your Contract Value. The Credit Amount is equal to [X%] of the Contract Value on the applicable Credit Date.

If you elect to receive the Credit at your First Credit Date, we will make this same offer again prior to your Second Credit Date. IF YOU DO NOT ELECT TO RECEIVE THE CREDIT AT THE FIRST CREDIT DATE, WE WILL NOT MAKE THIS OFFER AGAIN, AND ANY SUBSEQUENT CREDIT OFFERS WILL NOT BE AVAILABLE TO YOU.

FIRST CREDIT DATE: [Third Contract Anniversary] SECOND CREDIT DATE: [Sixth Contract Anniversary]

CREDIT ELECTION WITHDRAWAL CHARGE: A percentage of the amount withdrawn after a Credit Date that is subject to a charge, and depends on the number of Contract years that have elapsed since the most recent Credit Date.

Contract Years Since Credit Date	Credit Election Withdrawal Charge
0	7%
1	7%
2	7%
3	0%]

The Credit is not available if the Annuitant or Co-Annuitant is age [81] or older on the Contract Date, or if your Contract has been continued under the "Spousal Continuation" provision.]

TRANSFERS:

NUMBER OF TRANSFERS PERMITTED: You will always be allowed at least 12 transfers among Allocation Options in a Contract Year. We may allow more transfers. If we do so, we will notify you in writing.

TRANSFER CHARGE: The Maximum Transfer Charge for each transfer after the first 12 in a Contract Year is \$30. Transfer Charges are taken pro-rata from the Allocation Options from which the transfer is made. Transfers made due to automatic rebalancing and dollar cost-averaging (whether or not part of a DCA Program) will not be counted for purposes of the Transfer Charge. Transfers from an MVA Option within 30 days after maturity of that MVA Option will not be subject to a Transfer Charge.

MINIMUM AMOUNT TO BE TRANSFERRED: Subject to the restrictions contained in the Contract on transfers, the minimum transfer amount is [\$250] or your entire interest in any Allocation Option, if less. This requirement is waived if the transfer is pursuant to automatic rebalancing. The minimum monthly transfer amount for amounts transferred pursuant to the dollar cost averaging feature or from the DCA Fixed Rate Investment Option under a DCA Program is [\$100].

ENDORSEMENTS:

[Individual Retirement Annuity Endorsement]

ANNUITY SERVICE CENTER:

[Annuity Service Center
P.O. Box 7960
Philadelphia, PA 19101
1-888-PRU-2888]

DEFINITIONS

ACCUMULATION PERIOD: The period from, and including, the Contract Date to, but excluding, the Annuity Date.

ADDITIONAL INTEREST CREDITING RATE: A rate of interest credited to any portion of the Initial Purchase Payment allocated to the Fixed Rate Account. The Additional Interest Crediting Rate will only be credited for one year from the date the allocation is made. The Additional Interest Crediting Rate will not apply to subsequent Purchase Payments or to amounts transferred to the Fixed Rate Account from any other Allocation Option.

ADJUSTED CONTRACT VALUE: The Contract Value as of the Annuity Date, adjusted for any Market Value Adjustment, less any applicable Premium Tax Charge [, Withdrawal Charge and Credit Election Withdrawal Charge]. The applicable Annuity Table is applied to this amount to determine the initial Annuity Payment.

ALLOCATION OPTIONS: Those investment options available under the Contract as of any given time to which Contract Value may be allocated.

ANNUITANT: The person named on the first page upon whose continuation of life any Annuity Payment involving life contingencies depends. You may only change the Annuitant with our prior approval. If the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant, if the requirements for changing the Annuity Date are met (see definition of Annuity Date). If there is no surviving or eligible Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You then have 60 days from the date we receive due proof of death of the Annuitant or Co-Annuitant to name a new Annuitant. If no new Annuitant is named during that 60-day period, the Owner will remain the Annuitant.

ANNUITY DATE: The date the first Annuity or Settlement Payment to the Payee is due. The Annuity Date is shown on the original Contract Data pages. You may change the Annuity Date only with our permission. After the first Contract Year, any such changed Annuity Date must be earlier than the date shown on the Contract Data pages, cannot precede the third Contract Anniversary, and must be consistent with applicable law at the time. If there is a new Annuitant due to the death of the Annuitant or the assignment of the Contract, and the new Annuitant is older than the prior Annuitant, the Annuity Date will be based on the age of the new Annuitant; however any such changed Annuity Date must be earlier than the date shown on the Contract Data pages, cannot be later than the Contract Anniversary next following the new Annuitant's 95th birthday and must be consistent with applicable law at the time. The maximum annuity age is 95.

ANNUITY OR SETTLEMENT PAYMENTS: The series of payments made to you or any named payee after the Annuity Date as described under the Annuity or Settlement Option selected.

ANNUITY PERIOD: The period of time, beginning on the Annuity Date, during which Annuity or Settlement Payments are made.

ANNUITY SERVICE CENTER: The office indicated on the Contract Data pages to which notices, requests and Purchase Payments must be sent. The Annuity Service Center address may be changed at any time. You will be notified in advance and in writing of any change in address.

BASE INTEREST CREDITING RATE: A rate of interest credited to amounts allocated or transferred to the Fixed Rate Account. The Base Interest Crediting Rate will be declared on or before the date on which allocations or transfers are made.

BENEFICIARY: The person(s) or entity(ies) who has the right to receive the death benefit upon the death of the first to die of the Owner or Joint Owner. The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner.

BUSINESS DAY: Any day the New York Stock Exchange and the Company are open for business.

[**CHARGE-FREE AMOUNT:** The Charge-Free Amount is a portion of the Contract Value that may be withdrawn without incurring a Withdrawal Change.]

CO-ANNUITANT: The person shown on the Contract Data pages who becomes the Annuitant upon the death of the Annuitant before the Annuity Date. No Co-Annuitant may be designated if the Owner is a non-natural person.

COMPANY: Pruco Life Insurance Company, an Arizona corporation.

CONTRACT ANNIVERSARY: The same day and month as the Contract Date in each later year.

CONTRACT DATE: The date shown on the Contract Data pages on which the first Contract Year begins.

CONTRACT SURRENDER VALUE: The Contract Value, adjusted for any Market Value Adjustment, less any applicable Premium Tax Charge, [Withdrawal Charge, Credit Election Withdrawal Charge,] Contract Maintenance Charge, or charge for any optional benefit added by endorsement.

CONTRACT VALUE: The dollar value as of any Business Day prior to the Annuity Date of all amounts accumulated under this Contract.

CONTRACT YEAR: A year which starts on the Contract Date or on a Contract Anniversary.

[CREDIT: An amount we add to your Contract Value if you elect to receive a Credit.]

[CREDIT ELECTION: Your election to have a Credit amount added to your Contract Value in accordance with the "Credit" provision of this Contract. At least 30 calendar days prior to the applicable Credit Date, we will notify you of your option to make a Credit Election. In order to have the Credit amount added to your Contract Value, we must receive your Credit Election in Good Order no later than the applicable Credit Date.]

DOLLAR COST AVERAGING (DCA) FIXED RATE INVESTMENT OPTION: A portion of the General Account into which you may allocate all or part of the Initial Purchase Payment. It does not share in the investment experience of any Subaccount of the Variable Separate Account.

DOLLAR COST AVERAGING (DCA) INTEREST SEGMENT: A DCA Interest Segment is a portion of the DCA Option that is created if you allocate all or part of the Initial Purchase Payment to the DCA Option.

DOLLAR COST AVERAGING (DCA) PROGRAM: A DCA Program permits you to allocate all or part of the Initial Purchase Payment to the DCA Option and automatically transfer amounts on a monthly basis from the DCA Option to selected Allocation Options for a given period of time.

DUE PROOF OF DEATH: An original certified copy of an official death certificate, an original certified copy of a decree of a court of competent jurisdiction as to the finding of death, and/or any other proof of death satisfactory to us.

EARNINGS: The excess of the Contract Value over the sum of all Purchase Payments made and not yet withdrawn.

ELIGIBLE HOSPITAL: An institution that meets either of the following requirements:

1. It is accredited as a hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organization; or
2. It is legally operated, has 24-hour a day supervision by a staff of doctors, has 24-hour a day nursing service by registered graduate nurses, and either:

(a) It mainly provides general inpatient medical care and treatment of sick and injured persons by use of medical, diagnostic and major surgical facilities. All such facilities are located in it or are under its control; or

(b) It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including x-ray and laboratory). All such facilities are located in it, are under its control, or are available to it under a written agreement with a hospital (as defined above) or with a specialized provider of these facilities.

An eligible hospital is not an institution, or part of one, that: (a) furnishes mainly homelike or custodial care, or training in the routines of daily living; or (b) is mainly a school.

ELIGIBLE NURSING HOME: An institution or special nursing unit of a hospital that meets at least one of the following requirements:

1. It is Medicare approved as a provider of skilled nursing care services;
2. It is licensed as a skilled nursing home or as an intermediate care facility by the state it is located in; or
3. It meets all of the following requirements:
 - (a) It is licensed as a nursing home by the state it is located in;
 - (b) Its main function is to provide skilled, intermediate, or custodial nursing care;
 - (c) It is engaged in providing continuous room and board accommodations to 3 or more persons;
 - (d) It is under the supervision of a registered nurse (RN) or licensed practical nurse (LPN);
 - (e) It maintains a daily medical record of each patient; and
 - (f) It maintains control and records for all medications dispensed.

FIXED RATE ACCOUNT: A portion of the General Account into which you may allocate Invested Purchase Payments or transfer Contract Value. It does not share in the investment experience of any Subaccount of the Variable Separate Account. The Fixed Rate Account is only available during the Accumulation Period.

GENERAL ACCOUNT: Our general investment account which contains all of our assets with the exception of the Variable Separate Account and other segregated asset accounts.

GOOD ORDER: Any instruction received at the Annuity Service Center, utilizing such forms, signatures and datings as we require, that is sufficiently complete and clear that we do not need to exercise any discretion to follow such instructions. We will notify you if an instruction is not in Good Order.

GUARANTEED INTEREST RATE (GIR): The interest rate applicable to an amount allocated or transferred to a Market Value Adjustment Option. The Guaranteed Interest Rate will never be less than the Minimum Guaranteed Interest Rate for an MVA Option, as shown on the Contract Data pages.

GUARANTEED INTEREST RATE (GIR) PERIOD: The number of years for which a particular Guaranteed Interest Rate is applicable to an amount allocated or transferred to an MVA Option.

INTEREST RATE INVESTMENT OPTIONS: Those interest rate option(s) available under the Contract as of any given time. Interest Rate Investment Option(s) as of the Contract Date are shown on the Contract Data pages.

INTEREST SEGMENT INTEREST RATE: The rate at which interest is credited to a One-Year Interest Segment under the Fixed Rate Account. It is equal to the sum of the Base Interest Crediting Rate and any applicable Additional Interest Crediting Rate.

INVESTED PURCHASE PAYMENTS: The balance of each Purchase Payment after we make any applicable deduction for: (1) Premium Tax Charge; and (2) charge for any other type of tax (or component thereof) measured by or based upon the amount of the Purchase Payment we receive.

JOINT OWNER: The person, if named on the Contract Data pages as the Joint Owner, who shares ownership rights with the Owner, as defined under this Contract, and has the right to receive a death benefit upon the death of the Owner. You may add, change, or remove a Joint Owner, subject to our rules. The Contract may never have more than one Joint Owner. No Joint Owner is allowed for IRAs or other tax-qualified contracts. Unmarried persons who wish to own the Contract jointly should consult with their tax advisor.

LICENSED PHYSICIAN: A person licensed in the United States to practice the healing arts acting within the scope of his or her license in treating an injury or illness. It does not include You, the Annuitant or an immediate family member.

MARKET VALUE ADJUSTMENT OR MVA: The amount by which any portion of Contract Value in an MVA Option is adjusted if withdrawn, transferred or annuitized at any time other than the 30-day period immediately following the end of the Guaranteed Interest Rate Period. A Market Value Adjustment can be a positive or a negative adjustment. An MVA may be applied even if the Contract has been continued by a surviving spouse under the "Spousal Continuance" provision.

MARKET VALUE ADJUSTMENT (MVA) OPTION: An interest rate option that credits a declared interest rate for a stipulated period of time. Withdrawals or transfers may be subject to a Market Value Adjustment, which can be a positive or a negative adjustment. We may offer multiple MVA Options at any one time, each with a different interest rate and guarantee period. Assets of MVA Options are held in a non-unitized Separate Account. They do not share in the investment experience of any Subaccount of the Variable Separate Account.

OWNER: The person or entity named on the Contract Data pages who has ownership rights as defined under the Contract provided that, if a Joint Owner is named, the Owner shares ownership rights with the Joint Owner, as defined under this Contract, and has the right to receive a death benefit upon the death of the Joint Owner. You may change the Owner subject to our rules. Any change of an Owner will be effective when we process the request.

PAYEE: The person who has a right to receive Annuity or Settlement Payments under the Annuity and Settlement Options provision of this Contract. The Payee can be designated as revocable or irrevocable at your discretion. If you do not designate a Payee at least 5 Business Days before the Annuity Date, the Owner will become the Payee.

PREMIUM TAX CHARGE: A charge which may be deducted from Purchase Payments or Contract Value for premium taxes owed by us to any governmental entity.

PURCHASE PAYMENT: A payment you make to this Contract.

SPOUSAL CONTINUANCE: A feature under the Contract that allows the surviving spouse of a deceased Owner to continue the Contract, in lieu of receiving a death benefit.

SUBACCOUNT: Variable Separate Account assets are divided in Subaccounts. Assets of each Subaccount will be invested in shares of Variable Investment Options.

TERMINALLY ILL: The Owner is Terminally Ill if a condition of the Owner occurs, beginning any time after the Contract Date, which a licensed physician certifies will reasonably be expected to result in the death of the Owner within 6 months or less.

VARIABLE INVESTMENT OPTION: Those investment options available under the Contract through the Subaccounts as of any given time.

VARIABLE SEPARATE ACCOUNT: A segregated asset account maintained by us to support this and certain other contracts. The segregated asset account(s) available as of the Contract Date is shown on the Contract Data pages.

WE, OUR AND US: Pruco Life Insurance Company.

[WITHDRAWAL CHARGES: A charge assessed on partial or full withdrawals or upon settlement (depending on the payout option chosen) during the Withdrawal Charge Period. The Withdrawal Charge equals a percentage, shown on the Contract Data pages, of the amount subject to the charge.]

[WITHDRAWAL CHARGE PERIOD: The number of Contract Years during which Withdrawal Charges are applied to withdrawals of amounts in the Contract. The Withdrawal Charge Period is shown on the Contract Data pages.]

YOU AND YOUR: The Owner of the Contract if there is no Joint Owner; if there is a Joint Owner, the Owner and Joint Owner acting jointly. If we receive written authorization from both the Owner and Joint Owner in Good Order, then, upon our consent, we will allow either to represent the entire ownership interest in the Contract, until that authorization has been revoked by either party. This Contract will treat the Owner as having contributed 100% of the Purchase Payments. Therefore, we will treat the Owner as the taxpayer with respect to all distributions made under the Contract while he or she is the Owner, whether or not a Joint Owner is also named.

PURCHASE PAYMENTS

PURCHASE PAYMENTS: The initial Purchase Payment must be paid on the Contract Date. In general, subsequent Purchase Payments may be made at any time before the Annuity Date. However, no Purchase Payments may be made on or after the sole or older of the Owner's or Joint Owner's, or Annuitant's 85th birthday, and we reserve the right to decline any Purchase Payment. The Minimum Subsequent Purchase Payment, Annual Purchase Payment Limits and Aggregate Purchase Payment Limit are shown on the Contract Data pages.

ALLOCATION OF PURCHASE PAYMENTS: Invested Purchase Payments are allocated to one or more of the Allocation Options in accordance with your selection. The allocation of the initial Invested Purchase Payment is made in accordance with your selection made on the Contract Date. You may change the allocation of future Invested Purchase Payments at any time. If, after the Initial Purchase Payment, we receive a Purchase Payment without allocations instructions, we will allocate the corresponding Invested Purchase Payment in the same proportion as the most recent Purchase Payment you made (unless that was a Purchase Payment you directed us to allocate on a one-time only basis.) If the only previous Purchase Payment made under the Contract was the Initial Purchase Payment and any part of it had been allocated to the DCA Option, then no part of the current Purchase Payment will be allocated to the DCA Option and the proportional allocation to the other Allocation Options will be adjusted to reflect this. Assuming that all other requirements are received in Good Order, we reserve the right to allocate your initial Invested Purchase Payment to the Money Market Subaccount until we receive your allocation selection. In addition, the Company has reserved the right to allocate the initial Invested Purchase Payment to the Money Market Subaccount under the Right to Cancel Contract provision shown on the cover page of this Contract. All allocations of Invested Purchase Payments are subject to the Allocation Guidelines shown on the Contract Data pages.

Currently, you may select as many of the available Allocation Options as you wish. However, we reserve the right to limit this in the future. If the Purchase Payment and forms required to issue a Contract are in Good Order, the initial Invested Purchase Payment will be credited to your Contract within two (2) Business Days after receipt at the Annuity Service Center. Additional Invested Purchase Payments will be credited to your Contract as of the Business Day they are received.

CONTRACT VALUE

Your Contract Value is the total of all amounts credited to your Contract as of any Business Day as a result of your initial Invested Purchase Payment and the increases and decreases described below.

On the Contract Date, the Contract Value is equal to the initial Invested Purchase Payment. After that, the Contract Value as of any Business Day is determined by starting with the Contract Value at the end of the previous day and adjusting it for items that increase it or decrease it.

Items that increase the Contract Value are: Invested Purchase Payments, interest credited under any Interest Rate Investment Option, [any Credits,] positive investment performance in a Subaccount, any positive Market Value Adjustment associated with a transfer or withdrawal, and any Spousal Continuation adjustment.

Items that decrease the Contract Value are: withdrawals [and the charges associated with them], negative investment performance in a Subaccount, any negative Market Value Adjustment associated with a transfer or withdrawal, the Insurance Charge, and any Contract Maintenance Charge, Transfer Charge, charge for any optional benefit added by endorsement, Premium Tax Charge or other tax charge.

Investment results and interest credited under any Interest Rate Investment Option are applied daily. The Insurance Charge is deducted daily. The Contract Maintenance Charge is deducted annually as of the Contract Anniversary and upon a total withdrawal. Other charges are assessed only if the appropriate event occurs.

CONTRACT MAINTENANCE CHARGE

We deduct an annual Contract Maintenance Charge shown on the Contract Data pages. We determine your Contract Value as of your Contract Anniversary and make any deductions required on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. If a total withdrawal is made on other than a Contract Anniversary, we will determine your Contract Value and make a deduction for the Contract Maintenance Charge the same as we would if it were a Contract Anniversary.

VARIABLE SEPARATE ACCOUNT

THE VARIABLE SEPARATE ACCOUNT: The Variable Separate Account is designated on the Contract Data pages. It consists of assets we have set aside and have kept separate from the rest of our assets and those of our other separate accounts. The assets of the Variable Separate Account, equal to reserves and other liabilities of your Contract and those of other owners, will not be charged with liabilities arising out of any other business we may conduct.

The Variable Separate Account assets are divided into Subaccounts. The assets of the Subaccount are allocated to Variable Investment Options. We may restructure, eliminate or combine Subaccounts or add to or eliminate Variable Investment Option(s). You may be permitted to transfer your Contract Value or allocate Invested Purchase Payments to the additional Subaccount(s). However, the right to make such transfers or allocations will be limited by any terms and conditions we may impose.

Should the shares of any Variable Investment Option(s) become unavailable for investment by the Variable Separate Account, we deem further investment in the shares inappropriate, or if required for tax reasons, we may limit further purchase of such shares or substitute shares of another Variable Investment Option for shares already purchased.

VALUATION OF ASSETS: The value of the shares held by the Subaccounts in the Variable Investment Options will be based on the net asset value of the Investment Option on each Business Day.

INSURANCE CHARGE: Each Business Day, we deduct an Insurance Charge from the Subaccounts of the Variable Separate Account. The amount of the Insurance Charge is based on whether you have elected the GMDB feature and, if so, on the GMDB Protected Value option that you elected.

FIXED RATE ACCOUNT

INTEREST RATES: The Initial Interest Segment Interest Rate applicable to the Fixed Rate Account on the Contract Date is shown on the Contract Data page. It is equal to the sum of the Initial Base Interest Crediting Rate and any applicable Initial Additional Interest Crediting Rate. The Initial Base Interest Crediting Rate and the Initial Additional Interest Crediting Rate are shown on the Contract Data page. We will credit interest to the portion of the initial Purchase Payment, if any, allocated to the Fixed Rate Account at the daily equivalent of these rates.

The Base Interest Crediting Rate is credited on allocations and transfers to the Fixed Rate Account. The rate will be declared when allocations or transfers are made. The declared Base Interest Crediting Rate will never be less than the Minimum Guaranteed Interest Rate for the Fixed Rate Account, as shown on the Contract Data pages.

The Additional Interest Crediting Rate is in addition to the Base Interest Crediting Rate we credit. The Additional Interest Crediting Rate is credited on any portion of the Initial Purchase Payment allocated to the Fixed Rate Account. This rate will only be credited for one year from the date such allocation is made. We reserve the right to limit the availability of the Additional Interest Crediting Rate. Transfers or allocations of subsequent Purchase Payments to the Fixed Rate Account are not eligible to receive the Additional Interest Crediting Rate.

ONE-YEAR INTEREST SEGMENT: A one-year interest segment is created whenever you allocate or transfer an amount to the Fixed Rate Account. We credit interest to the amount in each interest segment daily at a specific rate declared for that interest segment until the earliest of: 1) the date it is withdrawn; 2) the date it is transferred to another Allocation Option; 3) the maturity date of the one-year interest segment; 4) the date as of which a death benefit is determined; and 5) the Annuity Date.

TRANSFERS FROM FIXED RATE ACCOUNT: At the maturity date of a one-year interest segment, you have 30 days during which you may elect to transfer the amount in that interest segment into any other Allocation Option available on that date, other than a DCA Option. Once you have made an election, and we have received it, it may not be reversed.

Amounts that you withdraw or transfer into another Allocation Option during the 30-day period will receive interest from the maturity date to the date of withdrawal or transfer at the rate that would have applied to those amounts had you taken no action within the 30-day period. If you do not make an election to transfer within 30 days following the maturity date of the interest segment, we will transfer the amount in the interest segment on the maturity date to another one-year interest segment. Amounts that are transferred to another one-year interest segment during the 30-day period will receive the rate that is effective as of the maturity date for that interest segment.

You may only make transfers from a one-year interest segment within the 30-day period immediately following the maturity date of that interest segment. However, we reserve the right to permit transfers from a one-year interest segment prior to the maturity date of that interest segment.

TRANSFERS INTO FIXED RATE ACCOUNT: At our discretion you may make transfers from any other Allocation Option into the Fixed Rate Account. Each transfer will create a new one-year interest segment. We credit interest to the amount in each interest segment daily at a specific rate declared for that interest segment. Transfers into the Fixed Rate Account from any of the other Allocation Options will not be eligible for an Additional Interest Crediting Rate amount.

DOLLAR COST AVERAGING (DCA) FIXED RATE INVESTMENT OPTION

DCA PROGRAM: If a DCA Program is elected, you may allocate all or part of the Initial Purchase Payment to the DCA Fixed Rate Investment Option ("DCA Option"). The DCA Program provides for a systematic transfer of the funds allocated to the DCA Option on a monthly basis from the DCA Option to selected Allocation Options for a given number of payments. However, you may not transfer any funds from the DCA Option to an MVA Option, and you may not transfer any funds to the DCA Option from the other Allocation Options.

INTEREST TO BE CREDITED: A DCA Interest Segment is a portion of the DCA Option that is created when you allocate all or part of the Initial Purchase Payment to the DCA Option. We credit interest to the amount in any DCA Interest Segment daily at the daily equivalent of a specific rate declared for that DCA Interest Segment until the earliest of: 1) the date the amount in the DCA Interest Segment is transferred out of the DCA Interest Segment; 2) the date the amount in the DCA Interest Segment is withdrawn; 3) the date as of which any death benefit payable is determined, and 4) the Annuity Date. The Initial Interest Segment Interest Rate applicable for any portion of the Initial Purchase Payment allocated to the DCA Option on the Contract Date is shown on the Contract Data pages. The Initial Interest Segment Interest Rate for a DCA Interest Segment will never be less than the Minimum Guaranteed Interest Rate for the DCA Option, as shown on the Contract Data pages.

TRANSFERS: Invested Purchase Payments allocated to the DCA Option are transferred systematically on a monthly basis to the other Allocation Options that you have specified. We will transfer the amount allocated in a series of equal payments on each transfer date such that the amount of each payment corresponds to the number of payments for the period selected for the transfers. The final transfer includes the interest credited during the period (but see below for the effect of withdrawals). The first monthly transfer from the DCA Option is made as of the date of the allocation of the Initial Purchase Payment. Subsequent transfers are made monthly on the anniversary of the first transfer. The final transfer amount includes the interest credited during the elected period. Once the initial transfer has been processed, the transfer period may not be changed. The other Allocation Options to which the transfers are being made may be changed. Transfers from the DCA Option do not count toward the maximum number of free transfers permissible under the Contract.

EFFECT OF WITHDRAWALS ON TRANSFERS: Withdrawals from the DCA Option are permitted. We will recalculate the monthly transfer amount to reflect the reduction in the DCA Option caused by the withdrawal. This recalculation may include some or all of the interest credited to the date of the next scheduled transfer. Any interest that is not included in the recalculated transfer amount will be paid with the final transfer amount, unless there is another subsequent withdrawal. Deductions of the Contract Maintenance Charge, Insurance Charge, or charges for any optional benefits are treated as withdrawals for this purpose. If a withdrawal reduces the monthly transfer amount to below \$100, the remaining balance in the DCA Option will be transferred to the other Allocation Options that you had most recently selected for the DCA Program on the next scheduled transfer date. If a withdrawal request does not specify the Allocation Options from which the withdrawal is to be made, we will take the withdrawals on a pro-rata basis from all Allocation Options to which your Contract Value is then allocated. Systematic withdrawals from the DCA Option are permitted.

MARKET VALUE ADJUSTMENT (MVA) OPTION

INTEREST SEGMENT: An interest segment is created whenever you allocate or transfer an amount to an MVA Option. Amounts allocated or transferred to a Market Value Adjustment Option are held in the Separate Account identified on the Contract Data pages. You may have multiple interest segments associated with an MVA Option. We credit interest to the amount in each interest segment at the daily equivalent of the specific rate declared for that interest segment until the earliest of: 1) the date the Contract is surrendered; 2) the date the amount is withdrawn; 3) the date the amount is transferred; 4) the maturity date of the interest segment; 5) the Annuity Date; and 6) the date as of which a death benefit is determined.

GUARANTEED INTEREST RATE (GIR) PERIOD: When you allocate or transfer an amount to an MVA Option, the option will have a GIR Period, which is the number of years for which the Guaranteed Interest Rate is applicable to that amount. The Guaranteed Interest Rate will never be less than the Minimum Guaranteed Interest Rate for an MVA Option, as shown on the Contract Data pages. The GIR Period will be a set number of years. We reserve the right to determine what MVA Options we will offer. You may not elect an MVA Option with a GIR Period that would mature after the Contract's Annuity Date.

Prior to the end of a GIR Period, we will notify you, at your last known address, of the available MVA Options, and the corresponding GIR Periods and Guaranteed Interest Rates offered by us at that time. You have 30 days immediately following the end of the current GIR Period to provide us a written request in Good Order to elect one of the following options:

1. elect that the amount in the interest segment be allocated to an MVA Option with the same or different GIR Period as your current GIR Period, provided that we are offering a GIR Period of that duration at that time;
2. transfer the amount to another Allocation Option; or
3. withdraw the amount from the Contract.

You may elect different options for different portions of an interest segment, subject to the minimum amount restrictions applicable to withdrawals and transfers. Withdrawals from a maturing interest segment during this 30-day period will not be subject to the MVA [, but will be subject to any applicable Withdrawal Charges]. Transfers from a maturing interest segment during this 30-day period will not be subject to Transfer Charges or the MVA.

If we do not receive a written request in Good Order during the 30-day period immediately following the end of a GIR Period, the amount in that interest segment will be transferred to the Money Market Subaccount at the end of the 30-day period. Amounts that you withdraw or transfer during the 30-day period will receive interest until the date of withdrawal or transfer. The interest rate will be the current interest rate available for an MVA Option with the same GIR Period as the maturing interest segment. If we do not offer such a period, the interest rate will be the current rate associated with the MVA Option with the shortest GIR Period available at the time.

ALLOCATIONS AND TRANSFERS TO MVA OPTIONS: You may allocate up to 100% of your Invested Purchase Payments to an MVA Option. You may transfer up to 100% of your Contract Value to an MVA Option, except that no transfers may be made from the DCA Option, and amounts held in the Fixed Rate Account are subject to the restrictions on transfers set forth in the "Fixed Rate Account" provision. You may invest in one MVA Option or a combination of MVA Options having different GIR Periods. The minimum allocation or transfer to any one MVA Option is \$1,000.

MARKET VALUE ADJUSTMENT (MVA): Amounts withdrawn from an MVA Option (including by transfer or annuitization), prior to the end of a GIR Period, may be subject to a Market Value Adjustment (MVA). The MVA is applied as a positive or negative adjustment to the applicable portion of the Contract Value by multiplying the withdrawal amount [before deduction of any applicable Withdrawal Charge] by the MVA factor.

The MVA factor is equal to:

$$\frac{[1 + i]^{n/12}}{[1 + j + .0025]} - 1$$

where: i = is the Guaranteed Interest Rate currently credited to this interest segment at the time of the withdrawal, transfer, annuitization, or settlement;

j = is the current credited interest rate at the time of the withdrawal, transfer, annuitization, or settlement for an MVA Option having a GIR Period equal to one (1) plus the number of whole years remaining in this interest segment's GIR Period; and

n = is the number of months remaining in this interest segment's GIR Period (rounded up).

If we no longer offer a particular GIR Period, for the purpose of determining a rate for use in the MVA formula, we will use linear interpolation and the current rates of the GIR Periods closest in duration to those to be used in the formula. If we cannot interpolate, the current crediting rate for any GIR Period not being offered will be equal to:

- 1) the current Treasury spot rate for that GIR Period, plus
- 2) the current crediting rate for the next longer GIR Period then being offered, minus
- 3) the current Treasury spot rate for that next longer GIR Period.

If the current rate (j) in the MVA formula is higher than the guaranteed rate (i) for an interest segment, the value of that segment will experience a negative MVA upon withdrawal, transfer, annuitization, or settlement. If the current rate (j) in the MVA formula is lower than the guaranteed rate (i) for an interest segment, the value of that segment may experience a positive MVA upon withdrawal, transfer, annuitization or settlement.

A Market Value Adjustment will not be applied to a withdrawal, transfer, annuitization, or settlement within 30 days immediately following the end of a GIR Period.

A Market Value Adjustment will not be applied to any cancellation of the Contract under the "Right to Cancel Contract" provision on the cover page of the Contract.

A Market Value Adjustment will not be applied when the death benefit is payable.

If you request a withdrawal, we will not apply a Market Value Adjustment if we receive due proof that: (a) the Owner or Joint Owner is Terminally Ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for three months beginning after the Contract Date, and (b) such terminal illness or confinement continues on the date we receive the withdrawal request in Good Order.

WITHDRAWALS FROM MVA OPTIONS: A withdrawal from an interest segment associated with an MVA Option, within 30 days immediately following the end of its GIR Period, is not subject to the MVA. You may specify the interest segment or MVA Option from which you would like to make a withdrawal. If you specify an MVA Option, but not an interest segment, the withdrawal will be taken from the interest segment associated with that MVA Option that has the least time remaining until its maturity date. If you request a withdrawal from your Contract, and do not provide specific instructions, we will take the withdrawal on a pro-rata basis from all Allocation Options to which your Contract Value is allocated. In this situation, all funds in MVA Options will be summed and considered as one Allocation Option. The portion of the withdrawal associated with MVA Options will be taken from the interest segments with the least amount of time remaining until the maturity date, regardless of the GIR period. [A withdrawal from an MVA Option may be subject to an MVA, even if the withdrawal is not subject to a Withdrawal Charge because it is a Charge-Free Amount.]

TRANSFERS FROM MVA OPTIONS: A transfer from an interest segment associated with an MVA Option is subject to an MVA unless made during the 30 days immediately following the end of its GIR Period. You may specify the interest segment or MVA Option from which you would like to make a transfer. If you specify an MVA Option, but not an interest segment, the transfer will be taken from the interest segment associated with that MVA Option that has the least time remaining until its maturity date. Transfers from an interest segment within the 30 days immediately following the end of a GIR Period do not count toward the maximum number of transfers which may be made under the Contract. Transfers from an MVA Option at any other time count toward the maximum number of transfers which may be made under the Contract and may be subject to a Transfer Charge. Any Transfer Charge will be deducted from the unadjusted Contract Value before any adjustment for the MVA. If a transfer is being made from more than one interest segment or MVA Option, the applicable Transfer Charge will be proportionally deducted from the Contract Value associated with each MVA Option or interest segment. Any deduction for Transfer Charges will be made prior to the transfer. If a Transfer Charge is applicable, and the full amount in an interest segment or an MVA Option is being transferred, the Transfer Charge will be deducted first from the Contract Value, and the remaining amount will then be transferred. If a Transfer Charge is applicable, and the amount in an interest segment or MVA Option is insufficient to pay the Transfer Charge and provide the requested transfer amount, the Transfer Charge will be deducted first from the unadjusted Contract Value, and the remaining amount will then be transferred.

TRANSFERS

TRANSFERS DURING THE ACCUMULATION PERIOD: A transfer is subject to the following:

1. the maximum number of transfers which may be made, the maximum number of transfers which are not subject to a Transfer Charge and the minimum amount which may be transferred are shown on the Contract Data pages;
2. a Transfer Charge is deducted if a transfer exceeds the maximum number of free transfers. The Transfer Charge is shown on the Contract Data pages. The Transfer Charge is deducted from the amount which is transferred;
3. a transfer will be effected as of the end of the Business Day when we receive a request in Good Order;
4. we are not responsible for the consequences resulting from a transfer made in accordance with your instructions;
5. your right to make transfers is subject to modification if we determine, in our sole opinion, that the exercise of the right by one or more Owners is, or would be, to the disadvantage of other Owners or if required to do so by applicable laws or regulations. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right which is considered by us to be to the disadvantage of other Owners or to ensure compliance with such laws or regulations. A modification could be applied to transfers to or from one or more of the Subaccounts and could include, but not limited to:
 - a. the requirement of a minimum time period between each transfer;
 - b. not accepting a transfer request of an agent acting under a power of attorney on behalf of more than one Owner;
 - c. limiting the dollar amount that may be transferred among the Subaccounts by an Owner at any one time; or
 - d. restricting the number of transfers per year.

No transfers are permitted after the Annuity Date.

WITHDRAWALS

WITHDRAWALS: During the Accumulation Period, you may, upon a request in Good Order, make a total or partial withdrawal of the Contract Surrender Value. An MVA will apply if the withdrawal is made from an MVA Option at any time other than within 30 days immediately following the end of a GIR Period. [Any applicable Withdrawal Charge will be applied after any MVA.] You may specify the Allocation Option(s) from which a withdrawal will be taken. If you do not specify, we will take the withdrawal on a pro-rata basis from all Allocation Option(s) to which your Contract Value is allocated.

We will pay the amount of any withdrawal within 7 days of receipt of request in Good Order unless the "Suspension or Deferral of Payments or Transfers" provision is in effect.

Each partial withdrawal must be for an amount which is not less than the amount shown on the Contract Data pages. The minimum Contract Value which must remain in the Contract after a partial withdrawal in order to keep the Contract in force is shown on the Contract Data pages. If the amount of the withdrawal requested would reduce the Contract Value below this minimum, we will give you the maximum amount available that, with [the Withdrawal Charge and] any applicable MVA, would not reduce the Contract Value below such minimum. Special rules may apply for IRAs.

[WITHDRAWAL CHARGE: A Withdrawal Charge may apply if you make a withdrawal during the Withdrawal Charge Period. The amount of the Withdrawal Charge is a percentage, shown on the Contract Data pages, of the amount withdrawn that is subject to the charge. If a withdrawal is effective on the day before a Contract Anniversary, the Withdrawal Charge percentage used will be the one as of the following Contract Anniversary. If you request a partial withdrawal, we will deduct an amount from the Contract Value that is sufficient to pay the Withdrawal Charge and any negative MVA, and provide you the amount requested.

In determining the Withdrawal Charge, withdrawals of the Charge-Free Amount will be taken first. Withdrawals in excess of the Charge-Free Amount may be subject to a Withdrawal Charge. Once all Purchase Payments have been withdrawn, further withdrawals will be taken from any Earnings. Earnings are not subject to Withdrawal Charges.

Even if a withdrawal is not subject to Withdrawal Charges because the amount withdrawn is not in excess of the Charge-Free Amount, it may be subject to an MVA if the withdrawal is made at any time other than within the 30-day period immediately following the end of a GIR Period.

When a withdrawal is taken from a tax-qualified Contract in order to satisfy a mandatory distribution requirement with respect to the Contract Value in this Contract, Withdrawal Charges will be waived on any amount that exceeds the Charge-Free Amount.

Withdrawal Charges will never be greater than that permitted by any applicable law or regulation. Depending on the Settlement Option selected, Withdrawal Charges may be assessed upon settlement.]

WAIVER OF [WITHDRAWAL CHARGES AND] MVA: If you request a withdrawal, we will waive [all Withdrawal Charges and] any MVA upon receipt of due proof that: (a) the Owner or Joint Owner is Terminally Ill, or has been confined to an Eligible Nursing Home or Eligible Hospital continuously for at least three months beginning after the Contract Date, and (b) such terminal illness or confinement continues on the date we receive the Owner's or Joint Owner's request for withdrawal in Good Order. This waiver is not available if the Contract has been assigned.

[CREDIT

At least 30 calendar days prior to your First Credit Date shown on the Contract Data pages, we will notify you of your option to have a Credit added to your Contract Value.

If you elect to receive a Credit, it will be allocated to the Allocation Options in the same proportion as the Contract Value on the applicable Credit Date. If we do not receive a Credit Election request in Good Order by your applicable Credit Date, no Credit will be added to your Contract Value. If you do elect to receive the Credit at your First Credit Date, we will make this same offer again, at least 30 calendar days prior to your Second Credit Date.

If you do not elect to receive the Credit at the First Credit Date, we will not make this offer again and any subsequent Credit offers will not be available to you.

If you elect to receive a Credit, a new Withdrawal Charge Period will begin. You will be subject to a Credit Election Withdrawal Charge (as shown on the Contract Data pages) on withdrawals you make which are subject to the charge. The Charge-Free Amount will apply to withdrawals made on or after the applicable Credit Date, and will be calculated as described in the Contract Data pages. Withdrawals which do not exceed the Charge-Free Amount will not be subject to a Credit Election Withdrawal Charge, but, if applicable, will be subject to an MVA. Credits and any applicable earnings resulting from the Credits will be considered Earnings and are not subject to a Credit Election Withdrawal Charge.]

GUARANTEED MINIMUM DEATH BENEFIT

The Guaranteed Minimum Death Benefit (GMDB) is a feature providing for the option to receive an enhanced death benefit upon the death of the sole Owner or the first to die of the Owner or Joint Owner during the Accumulation Period. The GMDB feature must be elected at the time you purchase your Contract. If you elect the GMDB feature, you must elect a GMDB Protected Value option. The GMDB Protected Value option can be equal to the GMDB Roll-Up, the GMDB Step-Up, or the greater of the GMDB Roll-Up and the GMDB Step-Up. The Contract Data pages indicate whether you have elected the GMDB feature and, if so, which GMDB Protected Value option you elected. The GMDB Protected Value is calculated daily.

GMDB ROLL-UP:

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80

ON THE CONTRACT DATE, the GMDB Roll-Up is equal to the Invested Purchase Payments made, increased daily at an effective annual interest rate of 5% starting on the date that each Invested Purchase Payment is made. The GMDB Roll-Up will be increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

We stop increasing the GMDB Protected Value by the effective annual interest rate on the later of: the Contract Anniversary coinciding with or next following the sole Owner's or older Owner's 80th birthday, or the 5th Contract Anniversary. However the GMDB Protected Value is still increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

The words "reduced by the effect of withdrawals" in the preceding two paragraphs mean that withdrawals from the Contract will first reduce the GMDB Protected Value on a dollar for dollar basis, by the same dollar amount of the withdrawal up to the first 5% of GMDB Protected Value calculated on the immediately preceding Contract Anniversary (in the first Contract Year, the Contract Date). Then we apply a proportional reduction to the GMDB Protected Value that equals the same percent that the withdrawal amount exceeding 5% of the GMDB Protected Value reduced the Contract Value.

To accomplish this, we will multiply the value of "A" by the value of "B" where:

$$A = \text{GMDB Protected Value minus } C$$

$$B = \text{Contract Value minus withdrawal amount} \div \text{Contract Value minus } C$$

$$C = 5\% \text{ of GMDB Protected Value}$$

* An amount up to 5% of the GMDB Protected Value withdrawn after the year in which the GMDB Roll-Up stops increasing, will reduce the GMDB Protected Value proportionally.

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS AGE 80 OR MORE ON THE CONTRACT DATE, the GMDB Roll-Up is equal to the Invested Purchase Payments made, increased daily at an effective annual interest rate of 3% starting on the date that each Invested Purchase Payment is made. The GMDB Roll-Up will be increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

We stop increasing the GMDB Protected Value by the effective annual interest rate on the 5th Contract Anniversary. However the GMDB Protected Value is still increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

The words "reduced by the effect of withdrawals" in the preceding two paragraphs mean that withdrawals from the Contract will first reduce the GMDB Protected Value on a dollar for dollar basis, by the same dollar amount of the withdrawal up to the first 3% of GMDB Protected Value calculated on the immediately preceding Contract Anniversary (in the first Contract Year, the Contract Date). Then we apply a proportional reduction to the GMDB Protected Value that equals the same percent that the withdrawal amount exceeding 3% of the GMDB Protected Value reduced the Contract Value.

To accomplish this, we will multiply the value of "A" by the value of "B" where:

$$A = \text{GMDB Protected Value minus C}$$

$$B = \text{Contract Value minus withdrawal amount Contract Value minus C}$$

$$C = 3\% \text{ of GMDB Protected Value}$$

* An amount up to 3% of the GMDB Protected Value withdrawn after the year in which the GMDB Roll-Up stops increasing will reduce the GMDB Protected Value proportionally.

GMDB STEP-UP:

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS LESS THAN AGE 80 ON THE CONTRACT DATE, the GMDB Step-Up before the first Contract Anniversary is the initial Invested Purchase Payment increased by subsequent Invested Purchase Payments and proportionally reduced by the effect of withdrawals. The GMDB Step-Up on each Contract Anniversary will be the greater of the previous GMDB Step-Up and the Contract Value as of such Contract Anniversary. Between Contract Anniversaries, the GMDB Step-Up will be increased by Invested Purchase Payments and reduced by the effect of withdrawals.

We stop increasing the GMDB Protected Value by any appreciation in the Contract Value on the later of: the Contract Anniversary coinciding with or next following the sole or older Owner's 80th birthday, or the 5th Contract Anniversary. However we still increase the GMDB Protected Value by subsequent Invested Purchase Payments and reduce it by the effect of withdrawals.

IF THE SOLE OWNER OR THE OLDER OF THE OWNER AND JOINT OWNER IS AGE 80 OR MORE ON THE CONTRACT DATE, the GMDB Step-Up before the third Contract Anniversary is the sum of Invested Purchase Payments, reduced by the effect of withdrawals. On the third Contract Anniversary the GMDB Step-Up will be adjusted to the greater of the then current GMDB Step-Up or the Contract Value as of that Contract Anniversary. Thereafter the GMDB Protected Value is only increased by subsequent Invested Purchase Payments and reduced by the effect of withdrawals.

Where the words "reduced by the effect of withdrawals" are used in connection with the GMDB Step-Up, withdrawals from the Contract will reduce the GMDB Protected Value in the same proportion as they reduce the Contract Value. We calculate the proportion by dividing the Contract Value after the withdrawal by the Contract Value immediately prior to the withdrawal. The resulting percentage is multiplied by the GMDB Protected Value (before the withdrawal) in determining the GMDB Protected Value.

DEATH OF FIRST TO DIE OF THE OWNER AND JOINT OWNER DURING THE ACCUMULATION PERIOD:

If you have elected the GMDB feature, and if the Owner or Joint Owner dies before Annuity Date, upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a death benefit equal to the greater of:

- (a) the Contract Value as of the date we receive due proof of death and any other documentation we need; and
- (b) the GMDB Protected Value as of the date we receive due proof of death and any other documentation we need.

If you do not elect the GMDB feature, and if the Owner or Joint Owner dies before Annuity Date, upon receipt of due proof of death and any other documentation we need, the beneficiary is entitled to receive a base death benefit equal to the greater of:

- (a) the Contract Value as of the date we receive due proof of death and any other documentation we need; and
- (b) the sum of all Invested Purchase Payments, reduced by the effect of withdrawals.

If the ownership of the Contract changes as a result of an assignment, the value of the death benefit will be reset to the Contract Value as of the date of the assignment. Such value will be treated as a Purchase Payment made on that date for purposes of computing the death benefit.

The Beneficiary may, within 60 days of providing proof of death, elect to take the death benefit under one of the death benefit payout options listed below, provided that any payout option shall not include a period certain that exceeds the life expectancy of the Beneficiary. The Beneficiary will be the sole measuring life in determining the amount of any such payout option. If no payout option is selected within the 60 days, the death benefit will be payable as a lump sum.

Spousal Continuance is available if: (1) there is only one Owner of the Contract and there is only one Beneficiary who is the Owner's spouse, or (2) there are an Owner and Joint Owner of the Contract and each is the other's spouse and Beneficiary under the Contract, on the date we receive due proof of the Owner's or Joint Owner's death. (See the "Spousal Continuance" provision of the Contract.)

If: (1) the spouse is not the sole primary Beneficiary of the sole Owner, or (2) the Owner and Joint Owner are not each other's spouse at the time we receive due proof of the Owner's or Joint Owner's death, the Contract will not continue, and the Beneficiary will be required to choose one of the death benefit payout options described below.

The death benefit payout options are:

Choice 1 - lump sum payment of the death benefit; or

Choice 2 - the payment of the entire death benefit within a period of 5 years from the date of death of the first to die of the Owner or Joint Owner. We will impose an MVA on any withdrawal from an MVA Option made during the 5-year period unless taken within the 30-day period following the end of a GIR Period. The entire death benefit will include any increases or losses resulting from the performance of the Allocation Options during this period. During this period the Beneficiary may: reallocate the Contract Value among the Allocation Options; name a Beneficiary to receive any remaining death benefit in the event of the Beneficiary's death; and make withdrawals from the Contract Value[, in which case, any such withdrawals will not be subject to any Withdrawal Charges]. However, the Beneficiary may not make any Purchase Payments to the Contract. During this 5 year period, existing charges and costs will be deducted from the death benefit as though the Contract had continued; or

Choice 3 - payment of the death benefit under an Annuity or Settlement Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the first to die of the Owner or Joint Owner.

If the Owner and Joint Owner are spouses at the death of the first to die of the Owner and Joint Owner, any portion of the death benefit not applied under Choice 3 within one year of the date of death of the survivor must be distributed within 5 years of the survivor's date of death.

If the Owner and Joint Owner are not spouses at the death of the first to die of the Owner and Joint Owner:

- the payout described in Choice 2 and the beginning of the distribution described in Choice 3 will be based on the date of death of the first to die of the Owner or Joint Owner, and

- any portion of the death benefit not applied under Choice 3 within one year of the date of death of the first to die must be distributed within 5 years of the date of death of the first to die.

Once a death benefit becomes payable, the Payee's interest in any Annuity Benefit under the Contract will cease.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election, unless the "Suspension or Deferral of Payments" provision is in effect.

DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD: If the Annuitant dies before the Annuity Date, the Co-Annuitant, if applicable, becomes the Annuitant. If there is no surviving Co-Annuitant, and the Annuitant was not the Owner, the Owner becomes the Annuitant. You have right to name a new Annuitant within 60 days. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner, a new Annuitant may not be designated, and the Annuitant will be the Owner for purposes of determining the death benefit.

DEATH OF ANNUITANT DURING THE ANNUITY PERIOD: If the Annuitant dies on or after the Annuity Date, the Settlement Option then in effect will govern whether or not we will continue to make any payments. The death of a non-Annuitant Owner or Joint Owner has no effect on the payout during the Annuity Period.

PAYMENT OF DEATH BENEFIT: We will require due proof of death and any other documentation we request in Good Order before any death benefit paid. All death benefits will be paid in accordance with applicable law or regulations governing death benefit payments.

TAX CONSIDERATIONS: There are tax rules that apply to IRA and other qualified contracts during both the Accumulation Period and Annuity Period governing distributions upon the death of the Owner. These rules are contained in provisions in the attached endorsements and supersede any other distribution rules contained in the Contract.

The preceding provisions regarding the death of the Owner are intended to satisfy the distribution at death requirements of section 72(s) of the Internal Revenue Code of 1986, as amended. We reserve the right to amend this Contract by subsequent endorsement as necessary to comply with applicable tax requirements, if any, which are subject to change from time to time. Such additional endorsements, if necessary to comply with amended tax requirements, will be mailed to you and become effective within 30 days of mailing, unless you notify us in writing, within that time frame, that you reject the endorsement.

If the Internal Revenue Service determines that the deductions for one or more benefits under this Contract, including, without limitation, the GMDB feature and any optional benefit added by endorsement, are taxable withdrawals, then the sole or surviving Owner may cancel the affected benefit(s) within 90 days after written notice from us.

SPOUSAL CONTINUANCE

This feature is available if, on the date we receive due proof of death in Good Order of: (1) the sole Owner, there is only one Beneficiary who is the Owner's spouse; or (2) the first to die of the Owner and Joint Owner, each is the other's spouse and primary Beneficiary under the Contract. In the case of (1) and (2) above, if the Annuitant is age 95 or less on the date we receive due proof of death, the surviving spouse will become the new sole Owner under the Contract. The surviving spouse can elect Spousal Continuation, but must do so no later than 60 days after furnishing due proof of death. If the surviving spouse does not elect Spousal Continuation within the 60-day period, the Contract will end and a lump sum death benefit will be paid.

[Under Spousal Continuation, we waive any potential Withdrawal Charges applicable to Purchase Payments made prior to or after activation of Spousal Continuation.]

Upon activation of Spousal Continuation, the Contract Value is adjusted to equal the amount of the death benefit to which the surviving spouse would have been entitled. The amount of the adjustment will be prorated among the Allocation Options to which your Contract Value is then allocated. The adjusted Contract Value will serve as the basis for calculating any death benefit payable upon the death of the surviving spouse.

IF YOU ELECTED THE BASE DEATH BENEFIT, then upon activation of Spousal Continuation, we will adjust the Contract Value to equal the greater of:

1. the Contract Value plus the amount of any applicable Earnings Appreciator Benefit, and
2. the sum of all Invested Purchase Payments (reduced by withdrawals) plus the amount of any applicable Earnings Appreciator Benefit.

IF YOU ELECTED THE GMDB FEATURE, we will adjust the Contract Value to equal the greater of:

1. the Contract Value plus the amount of any applicable Earnings Appreciator Benefit, and
2. the GMDB Protected Value originally elected plus the amount of any applicable Earnings Appreciator Benefit.

After we have made the adjustment to Contract Value described in the preceding paragraphs, we will continue to compute any applicable GMDB Protected Value under the surviving spousal Owner's Contract in accordance with the "Guaranteed Minimum Death Benefit" provisions of the Contract. The attained age of the surviving spouse will be the basis used in determining the death benefit payable under the Contract.

DEATH OF THE SURVIVING SPOUSAL OWNER DURING THE ACCUMULATION PERIOD AFTER ACTIVATING SPOUSAL CONTINUANCE -- If a surviving spousal Owner dies after activating Spousal Continuation but before the Annuity Date, a death benefit will be payable, based on the applicable death benefit option elected under the Contract.

ANNUITY AND SETTLEMENT OPTIONS

GENERAL: On the Annuity Date, the Adjusted Contract Value will be applied under the Annuity or Settlement Option you have selected. If the payment under any option selected would be less than \$20 per month, we reserve the right to pay out the Adjusted Contract Value in a lump sum. We guarantee that the dollar amount of each payment, once determined, will not be affected by variations in mortality or expense experience.

SELECTION OF AN ANNUITY OR SETTLEMENT OPTION: You may select an Annuity or Settlement Option by notifying us of the selected option in Good Order. If no Annuity or Settlement Option is selected, or if the chosen Option is not received in Good Order, Option 2, Life Income Annuity Option, will automatically be applied. You may, at any time prior to the Annuity Date, by a request in Good Order 30 days in advance, select and/or change the Annuity or Settlement Option.

ANNUITY AND SETTLEMENT OPTIONS: This Contract provides for payments under one of the Annuity or Settlement Options described below. Any other Annuity or Settlement Option acceptable to us may be selected.

OPTION 1 - FIXED PERIOD ANNUITY OPTION. We will make equal payments for a period you choose up to 25 years. At your choice, we will make such payments annually, semi-annually, quarterly, or monthly. Table 1 shows the minimum amounts we will pay.

OPTION 2 - LIFE INCOME ANNUITY OPTION. We will make payments for as long as the Annuitant lives, with payments certain for 120 months. At your choice, we will make such payments annually, semi-annually, quarterly or monthly. Table 2 shows the minimum amounts we will pay.

OPTION 3 - INTEREST PAYMENT SETTLEMENT OPTION: We will credit interest on the Adjusted Contract Value at the rate of at least 1.5% until you request payment of all or part of the Adjusted Contract Value. At your choice, we will pay interest on the Adjusted Contract Value not yet withdrawn annually, semi-annually, quarterly or monthly. You may request full or partial payment of the Adjusted Contract Value provided, however, that if a partial payment is requested, the amount of any Adjusted Contract Value remaining after such requested amount is paid must be at least \$1,000. This option is not available for qualified contracts.

OTHER ANNUITY OR SETTLEMENT OPTIONS: We may offer or consent to other settlement options, including life income annuity options with payments certain for a period of other than 120 months. Contact the representative who sold you the Contract or call the toll-free number listed on your quarterly statement for information.

ANNUITY: Unless you designate another Payee, you will be the Payee of the Annuity Payments. The Adjusted Contract Value will be applied to the applicable Annuity Table contained in this Contract based upon the Annuity Option you have selected. The amount of the first payment for each \$1,000 of Adjusted Contract Value is shown in the Annuity Tables. If when Annuity Payments begin we are using tables of annuity rates for these Contracts which result in larger Annuity Payments, we will use those tables instead. Annuity Payments will depend on the age and sex of the Annuitant, where permitted

[WITHDRAWAL CHARGES AND] MVA: [Any amount used to provide income under Option 1 for a period of 10 years or more, or under Option 2, will be applied without a Withdrawal Charge. Any amount used to provide income under Option 1 for a period of less than 10 years, or under Option 3 may be subject to a Withdrawal Charge. If you choose any other method of payment not described in this Contract, we will tell you if it is subject to a Withdrawal Charge.] If you begin Annuity Payments or take a Settlement Option at a time other than within the 30-day period immediately following the end of a GIR Period, we will adjust your Contract Value by an MVA.

BENEFICIARY

BENEFICIARY: The Beneficiary designation in effect on the Contract Date will remain in effect until changed. The Beneficiary is entitled to receive the benefits to be paid at the death of the first to die of the Owner or Joint Owner during the Accumulation Period. The Owner must be the primary Beneficiary of the Joint Owner, and the Joint Owner must be the primary Beneficiary of the Owner. Other than primary Beneficiaries, Beneficiaries must be the same for both the Owner and Joint Owner.

When a Beneficiary is designated, any relationship shown is to the Owner unless otherwise specified.

To show priority among Beneficiaries, we will label the classes, so that the class with first priority is called the primary class, the class with next priority is called the secondary class, and so on. The following statements apply to Beneficiaries unless the Contract Data pages, Contract endorsement or any change request that we have processed specifies otherwise:

One who survives the first to die of the Owner and Joint Owner will have the right to be paid only if no one in a prior class survives the first to die of the Owner and Joint Owner.

One who has the right to be paid will be the only one paid if no one else in the same class survives the first to die of the Owner and Joint Owner.

Two or more in the same class who have the right to be paid in equal shares.

If no one survives the sole Owner, we will pay in one sum to the Owner's estate.

Where there is insufficient evidence to determine the order of death then, unless state law prohibits, we will deem the Owner to be the last survivor and make payment to the Owner's Beneficiary.

Before we make a payment, we have the right to decide what proof we need of the identity, age or any other facts about any persons designated as Beneficiaries. If Beneficiaries are not designated by name and we make payment(s) based on that proof, we will not have to make the payment(s) again.

CHANGE OF BENEFICIARY: To initiate a change of Beneficiary, call the toll-free number listed on your statement or contact the representative who sold you Contract. We may also ask you to send us the Contract. The change will take effect only when we process the request. Then, any previous Beneficiary's interest will end as of the date we receive the request in Good Order, even if the Owner or Joint Owner is not living when we process the request. We will not be liable for any payment made or action taken before we record the change.

SUSPENSION OR DEFERRAL OF PAYMENTS OR TRANSFERS

FROM THE VARIABLE INVESTMENT OPTIONS: We reserve the right to suspend or defer payments from the Variable Investment Options for a withdrawal or transfer for any period when:

1. the New York Stock Exchange is closed (other than customary weekend and holiday closings);
2. trading on the New York Stock Exchange is restricted;
3. an emergency exists as a result of which disposal of shares of the Variable Investment Options held in the Separate Account is not reasonably practicable or it is not reasonably practicable to determine the value of such shares; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of Owners;

provided that applicable rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions described in (2) and (3) exist.

FROM THE INTEREST RATE INVESTMENT OPTIONS: We reserve the right to suspend or defer payments from the Interest Rate Investment Options for a withdrawal or transfer for the period permitted by law, but for not more than six months after a request in Good Order is received at the Annuity Service Center.

GENERAL PROVISIONS

THE CONTRACT: The entire Contract consists of this Contract, and any attached endorsement or riders. This Contract may be changed or altered only by our President or Secretary. Any change, modification or waiver must be made in writing. This Contract may not be modified by us without your consent except as may be required by applicable law, including changes necessary to comply with IRS requirements for annuity contracts, or as set forth in this Contract.

ASSIGNMENT OF A CONTRACT: A request in Good Order specifying the terms of an assignment of a Contract must be provided to the Annuity Service Center. We are under no obligation to verify the assignment's validity or sufficiency. We will not be liable for any payment made or action taken before we record the assignment. If any Owner is living on the Annuity Date and an assignment is in effect on that date, we have the right to pay the Contract Surrender Value in one lump sum to the assignee where notice in Good Order is received. Partial assignments, collateral or otherwise, are not allowed without our approval. We reserve the right to restrict or refuse any assignment.

An assignment which results in a change of ownership will affect the value of the death benefit. Please see the "Guaranteed Minimum Death Benefits" provision for more information.

We will not be responsible for the validity or tax consequence of any assignment. Any assignment made after the death benefit has become payable will be valid only with our consent.

If the Contract is assigned, your rights may only be exercised with consent of the assignee of record.

NON-PARTICIPATING IN SURPLUS: This Contract does not share in any distribution of our profits or surplus.

INCONTESTABILITY: We will not contest this Contract. We will not contest any statement made in the application which is used as a basis for issuing this Contract. We consider all statements made in the application for this Contract to be representations, not warranties.

MISSTATEMENT OF AGE OR SEX: We may require proof of age of the Annuitant before making any life contingent Annuity Payment provided for by this Contract. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the Contract Value would have provided at the true age or sex.

Once Annuity Payments have begun, any underpayments, with interest at 5% will be made up in one sum with the next Annuity Payment, and overpayments, with interest at 5%, will be deducted from the future Annuity Payments until the total is repaid.

CONTRACT SETTLEMENT: This Contract must be returned to us upon any settlement.

REPORTS: We will send you a report four times each calendar year until the Annuity Date showing your Contract Value and other relevant information about your Contract. We will also furnish an annual report of the Separate Account. These reports will be sent to your last known address.

TAXES: Any taxes, including any Premium Taxes and any other type of tax (or component thereof) measured by or based upon any portion of the Purchase Payment we receive, paid to any governmental entity will be charged against the Contract Value, unless a deduction was made for this tax in calculating the Invested Purchase Payment amount. We will, in our sole discretion, determine when taxes have resulted from: the investment experience of the Separate Account; receipt by us of the Purchase Payment(s); or commencement of Annuity Payments. We may, at our discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. We reserve the right to establish a provision for federal income taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Separate Account. We will deduct for any income taxes incurred by it as a result of the operation of the Separate Account whether or not there was a provision for taxes and whether or not it was sufficient. We will deduct any withholding taxes required by applicable law.

EVIDENCE OF SURVIVAL: Before we make a payment, we have the right to require proof of continued life and any other documentation we need to make a payment. We can require this proof for any person whose life or death determines whether or to whom we must make the payment.

PROTECTION OF PROCEEDS: No beneficiary may commute, encumber, alienate, or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any Beneficiary or to any judicial process to levy upon or attach the same for payments thereof.

VALUES AND BENEFITS

Any cash values, paid up annuities and death benefits that may be available under this Contract are not less than the minimum benefits required by the law of any state in which this Contract is delivered.

ANNUITY SETTLEMENT TABLES

Tables 1 and 2 below are applied to the Adjusted Contract Value to compute the minimum amount of the annuity payment. Table 1 is used to compute the minimum annuity payment under Option 1 (Fixed Period Annuity Option). Table 2 is used to compute the minimum annuity payment under Option 2 (Life Income Annuity Option). The rates in Table 1 and 2 are applied per \$1,000 of Adjusted Contract Value. We used an interest rate of 1.5% per year in preparing Table 1, and an interest rate of 3% per year in preparing Table 2. Table 2 assumes 120 payments certain.

The annuity payments in Table 2 are based on the Annuitant's Adjusted Age and sex. The Adjusted Age is the Annuitant's age last birthday prior to the date on which the first Annuity payment is due, adjusted as shown in the "Translation of Adjusted Age" Table. When we computed the amounts shown in Table 2, we adjusted the Annuity 2000 Mortality Table to an age last birthday basis, less two years, with projected mortality improvements (modified Scale G).

TABLE 1							
Number of Monthly Number of Monthly Number of Monthly Number of Monthly							
Years Payment Years Payment Years Payment Years Payment Years Payment							

1	\$83.90	8	\$11.04	14	\$6.59	20	\$4.81
2	42.26	9	9.89	15	6.20	21	4.62
3	28.39	10	8.96	16	5.85	22	4.44
4	21.45	11	8.21	17	5.55	23	4.28
5	17.28	12	7.58	18	5.27	24	4.13
6	14.51	13	7.05	19	5.03	25	3.99
7	12.53						

In using Table 1, multiply the monthly payment by 2.996 for quarterly payments, 5.981 for semi-annual Payments, or 11.919 for annual payments

TABLE 2
Adjusted Age Male Female Age Male Female Age Male Female
Age Male Female Age Male Female Age Male Female

41	\$3.40	\$3.25	61	\$4.66	\$4.32	81	\$7.67	\$7.33
42	3.44	3.29	62	4.76	4.41	82	7.85	7.53
43	3.48	3.32	63	4.87	4.50	83	8.02	7.73
44	3.53	3.35	64	4.98	4.60	84	8.18	7.93
45	3.57	3.39	65	5.10	4.71	85	8.33	8.12
46	3.62	3.43	66	5.23	4.82	86	8.48	8.29
47	3.67	3.47	67	5.36	4.94	87	8.62	8.46
48	3.72	3.51	68	5.49	5.06	88	8.75	8.61
49	3.77	3.56	69	5.64	5.19	89	8.87	8.75
50	3.83	3.61	70	5.78	5.33	90	8.98	8.88
51	3.88	3.66	71	5.94	5.48	91	9.08	8.99
52	3.95	3.71	72	6.10	5.63	92	9.16	9.09
53	4.01	3.76	73	6.26	5.79	93	9.24	9.18
54	4.08	3.82	74	6.43	5.96	94	9.32	9.26
55	4.15	3.88	75	6.60	6.14	95	9.38	9.33
56	4.22	3.94	76	6.78	6.33			
57	4.30	4.01	77	6.95	6.52			
58	4.38	4.08	78	7.13	6.71			
59	4.47	4.16	79	7.31	6.92			
60	4.56	4.24	80	7.49	7.12			

Translation of Adjusted Age

Calendar Year in Which First Calendar Year in Which First
Payment Is Due Adjusted Age Payment Is Due Adjusted Age

Prior to 2010 Actual Age 2050 through 2059 Actual Age minus 5
2010 through 2019 Actual Age minus 1 2060 through 2069 Actual Age minus 6
2020 through 2029 Actual Age minus 2 2070 through 2079 Actual Age minus 7
2030 through 2039 Actual Age minus 3 2080 through 2089 Actual Age minus 8
2040 through 2049 Actual Age minus 4 2090 through 2099 Actual Age minus 9



INDIVIDUAL FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT. NON-PARTICIPATING. ANNUITY PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. MARKET VALUE ADJUSTMENT OPTIONS SUBJECT TO MARKET VALUE ADJUSTMENTS.



Douglas E. Scully
Vice President, Corporate Counsel

The Prudential Insurance Company of America
751 Broad Street
Newark, NJ 07102-3777
Tel 203 925-6960
douglas.scully@prudential.com

September 29, 2017

Pruco Life Insurance Company
213 Washington Street
Newark, NJ 07102

RE: Pruco Life Insurance Company ("Registrant")
Registration Statement on Form S-3

Dear Sir/Madam:

In my capacity as Vice President and Corporate Counsel of The Prudential Insurance Company of America, I have reviewed the establishment of the Pruco Life Modified Guaranteed Annuity Account (the "Account") by the Board of Directors of Pruco Life Insurance Company ("Pruco Life") as a non-unitized separate account for assets applicable to certain market value adjustment annuity contracts, pursuant to the provisions of Section 20-2601 et seq. of the Arizona Insurance Code. I was responsible for the oversight of the preparation and review of certain Registration Statements on Form S-3 filed by Pruco Life in 2017 with the U.S. Securities and Exchange Commission under the Securities Act of 1933 for the registration of certain market value adjustment annuity contracts issued with respect to the Account.

I am of the following opinion: (1) Pruco Life was duly organized under the laws of Arizona and is a validly existing corporation; (2) the Account has been duly created and is validly existing as a non-unitized separate account pursuant to the provisions of Arizona law, and (3) the market value adjustment annuity contracts are legal and binding obligations of Pruco Life in accordance with their terms. In arriving at the foregoing opinion, I have made such examination of law and examined such records and other documents as I judged to be necessary or appropriate.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Douglas E. Scully

Douglas E. Scully

TO BE ADDED CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Pre-Effective Amendment No. 1 to Registration Statement on Form S-3 of our report dated March 23, 2017 relating to the financial statements, which appears in Pruco Life Insurance Company's Annual Report on Form 10-K for the year ended December 31, 2016. We also consent to the reference to us under the heading "Experts" in the Statement of Additional Information as originally filed with the SEC and incorporated by reference in the Registration Statement on Form S-3 filed on August 22, 2017, which is incorporated by reference in this Pre-Effective Amendment No. 1 to the Registration Statement on Form S-3.

/s/ PricewaterhouseCoopers LLP
New York, NY
September 29, 2017

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 24th day of July, 2017.

/s/John Chieffo
John Chieffo

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

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The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 1st day of August, 2017.

/s/Lori D. Fouché

Lori D. Fouché

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as her true and lawful attorney-in-fact and agent with all power and authority on her behalf to sign her name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 14th day of August, 2017.

/s/Christine Knight
Christine Knight

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 24th day of July, 2017.

/s/Richard F. Lambert

Richard F. Lambert

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 27th day of July, 2017.

/s/Kent D. Sluyter
Kent D. Sluyter

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 24th day of July, 2017.

/s/Kenneth Y. Tanji
Kenneth Y. Tanji

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 31st day of July, 2017.

/s/Arthur W. Wallace
Arthur W. Wallace