
**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. 333-220118, 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. ☒

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	\$5,544,681,296	\$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 \$5,544,681,296 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 (333-198398) filed on August 27, 2014. Because a filing fee of \$714,155 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. 333-198398), initially filed August 27, 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. and Pruco Life Insurance Company. (Note 1)

(4)(a) Market Value Adjustment Option Rider (J) (Note 1)

(4)(b) Market Value Adjustment Option Schedule (J) (Note 1)

(4)(c) Dollar Cost Averaging Option Rider (J) (Note 1)

(4)(d) Dollar Cost Averaging Schedule (J) (Note 1)

(4)(e) Market Value Adjustment Option Rider (XBLC and Advisor) (Note 1)

(4)(f) Market Value Adjustment Option Schedule (XBLC and Advisor) (Note 1)

(4)(g) Dollar Cost Averaging Option Rider (XBLC and Advisor) (Note 1)

(4)(h) Dollar Cost Averaging Schedule (XBLC and Advisor) (Note 1)

(4)(i) Market Value Adjustment Option Rider (PPI) (Note 1)

(4)(j) Dollar Cost Averaging Program Rider (PPI) (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)	Market Value Adjustment Option Rider (J)
(4)(b)	Market Value Adjustment Option Schedule (J)
(4)(c)	Dollar Cost Averaging Option Rider (J)
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(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

LIST OF SEPARATE ACCOUNTS

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

**PRUCO LIFE INSURANCE COMPANY
[2999 NORTH 44TH STREET, SUITE 250
PHOENIX, ARIZONA 85014]**

MARKET VALUE ADJUSTMENT ("MVA") OPTION RIDER

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

IN THE ACCUMULATION PERIOD, PAYMENTS AND VALUES PROVIDED UNDER THIS RIDER MAY BE SUBJECT TO A MARKET VALUE ADJUSTMENT, RESULTING IN UPWARD OR DOWNWARD ADJUSTMENTS IN AMOUNTS PAYABLE, AND ARE NOT GUARANTEED. THE MARKET VALUE ADJUSTMENT APPLIES TO WITHDRAWALS AND TRANSFERS FROM A MARKET VALUE ADJUSTMENT OPTION WHICH ARE MADE MORE THAN 30 DAYS BEFORE THE END OF A GUARANTEE PERIOD, EXCEPT AS SPECIFIED IN THIS RIDER.

EFFECTIVE DATE: The Effective Date of this Rider is shown in the Market Value Adjustment ("MVA") Option Schedule Supplement.

DEFINITIONS:

ACCOUNT VALUE: The definition of "Account is modified by Value" this Rider to include, your not only any allocations to the Sub-accounts, but to also include the value of any allocation to an MVA Option we make available under this Rider. Account Value is determined separately for each MVA Option and then totaled and added to the value of the allocations to the Sub-accounts, in determining the Account Value for your Annuity. Account Value of each MVA Option includes a Market Value Adjustment (defined below), if applicable.

CREDITING RATES: Interest rates credited to MVA Options during the Guarantee Period.

GUARANTEE PERIOD: The period of time during the Accumulation Period during which we credit a fixed rate of interest to an MVA Option.

GUARANTEED MINIMUM INTEREST RATE: This is the minimum rate of interest we will credit to an MVA Option during its Guarantee Period. The Guaranteed Minimum Interest Rate is determined in accordance with applicable state law. The Guaranteed Minimum Interest Rate is shown in the MVA Option Schedule Supplement.

MARKET VALUE ADJUSTMENT ("MVA"): A positive or negative adjustment used to determine the Account Value in an MVA Option.

MARKET VALUE ADJUSTMENT OPTION ("MVA OPTION"): An Investment Option to which a fixed rate of interest is credited for a specified Guarantee Period. The MVA Option is supported by assets in the MVA Separate Account listed in the MVA Option Schedule Supplement.

MATURITY DATE: The last day in a Guarantee Period.

P-RID-MVA(5/11) 1

MVA SEPARATE ACCOUNT: The separate account listed in the MVA Option Schedule Supplement used in relation to MVA Options.

OWNER/PARTICIPANT: The term "Owner" may be referred to as for simplicity, the Participant is referred to as Owner.

SURRENDER VALUE: The definition ofur "Surrender Annuity also includes an Value" adjustment for in the amount of any applicable MVA.

UNADJUSTED ACCOUNT VALUE: The Account Value prior to the application of any **MVA.**

As of the Effective Date of the Rider, your Annuity is modified to include MVA Options among the Investment Options to which you may allocate Account Value. The following sections, describing the operation of these MVA Options, are made a part of your Annuity:

I. MVA OPTIONS

Each MVA Option earns a fixed rate of interest throughout its duration (the "Guarantee Period") We may allow you to invest in multiple MVA Options. We may limit the amount of your Account Value you may allocate to the MVA Options.

The Guarantee Period for an MVA Option begins: (a) when all or part of a Purchase Payment is allocated to that particular MVA Option; or (b) upon transfer of any of your Account Value to that particular MVA Option.

We may offer multiple Guarantee Period durations. To the extent permitted by law, we may at any time offer Guarantee Period durations that differ from those available when your Annuity was issued. Upon maturity of an MVA Option, we may stop, limit, or restrict the availability of certain Guarantee Period durations that we make available. We may discontinue making MVA Options available for transfers of Account Value or allocation of new Purchase Payments. If we do so, we will notify you. We may limit availability of certain Guarantee Period durations if, by electing an MVA Option with such a Guarantee Period duration, its Maturity Date would occur after the Annuity Date. We may offer multiple Guarantee Periods of equal duration, but with different Crediting Rates. We may limit access to certain Guarantee Period durations, depending on the use of the Annuity.

CREDITING RATES: We credit interest to amounts allocated to an MVA Option at the daily equivalent of the Crediting Rate in effect for that Guarantee Period duration when the allocation is made. We declare the Crediting Rates applicable to the various Guarantee Period durations we offer. Crediting Rates are expressed in terms of effective annualized rates of interest. The Crediting Rate is guaranteed throughout the Guarantee Period of each MVA Option. We will inform you of the Crediting Rate for an MVA Option, as well as its Maturity Date, when we confirm your allocation.

The Crediting Rates will never be less than the Guaranteed Minimum Interest Rate shown in the MVA Option Schedule Supplement.

ANNUAL MAINTENANCE FEE AND PREMIUM BASED CHARGE: If any portion of your Account Value is allocated to an MVA Option at the time an Annual Maintenance Fee or Premium Based Charge would be deducted from your Annuity, the Annual Maintenance Fee and/or the Premium Based Charge will be deducted from the MVA Options only in the event the Account Value in the Sub-accounts is not enough to satisfy the Annual Maintenance Fee and/or Premium Based Charge. If this happens: (1) the Annual Maintenance Fee shown in the MVA Option Schedule Supplement will be substituted for the Annual Maintenance Fee shown in the Annuity Schedule; (2) we will deduct only that portion of the Premium Based Charge that does not reduce the Unadjusted Account Value below the Premium Based Charge Waiver Amount shown in the Annuity Schedule;

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and (3) the Annual Maintenance Fee and/or Premium Based Charge will be deducted from the MVA Options in the same order as described in the "Allocation Rules for MVA Options" section for the order of withdrawals from multiple MVA Options.

II. ACCOUNT VALUE OF MVA OPTIONS

The Account Value of each MVA Option is the amount allocated to the MVA Option at the start of its Guarantee Period, plus the interest credited during its Guarantee Period, less any withdrawals, transfers, and any charges assessed, multiplied by the MVA factor, if applicable. We value each MVA Option separately.

We use a formula to determine any applicable MVA factor and any MVA applicable to surrenders, withdrawals or transfers from MVA Options ("the MVA Formula") The formula is applied separately to each MVA Option. The MVA formula is set forth in the MVA Option Schedule Supplement.

We do not apply an MVA:

- . in determining the Account Value of a MVA Option on its Maturity Date or within the immediately preceding thirty days;
- . to amounts distributed as Required Minimum Distributions which we have calculated and provided through a program of systematic withdrawals we make available;
- . when Account Value is transferred from the MVA Option by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity;
- . when we deduct from the Account Value for any applicable Annual Maintenance Fees, Premium Based Charges, or charges for optional benefits;
- . on the Annuity Date; or
- . when a Death Benefit is determined.

We reserve the right to waive the Liquidity Factor shown in the MVA Option Schedule Supplement under certain circumstances including, but not limited to, the amount to be refunded if you exercise the Right to Cancel.

III. ALLOCATION RULES FOR MVA OPTIONS

WITHDRAWALS: Unless we receive other instructions from you prior to a withdrawal, withdrawals are taken pro-rata from the Investment Options, including any MVA Options to which you have allocated Account Value, based on the then current Account Values in such Investment Options. For purposes of calculating the applicable portion to deduct from MVA Options, the Account Value in all your MVA Options is deemed to be in one Investment Option.

If Account Value is to be withdrawn from multiple MVA Options and you do not provide instructions indicating the MVA Options from which Account Value should be taken, then: (a) we take Account Value first from the MVA Option with the shortest amount of time remaining to the end of its Guarantee Period, and then from the MVA Option with the next shortest amount of time remaining to the end of its Guarantee Period, etc.; and (b) if there are multiple MVA Options with the same amount of time left in each Guarantee Period, then among such MVA Options we first take Account Value from the MVA Option that has the shortest Guarantee Period duration. If multiple MVA Options with equal Guarantee Period durations have the same amount of time left to the end of such Guarantee Periods, we withdraw amounts proportionately from those MVA Options based on the then current Account Value.

While withdrawals from an MVA Option on its Maturity Date, or within the preceding 30 days, are not subject to an MVA, such withdrawals may be subject to any applicable charges or fees, as shown in the Annuity Schedule.

Should you request a transaction that would reduce the Account Value remaining in an MVA Option below the Minimum Investment Option Amount shown in the Annuity Schedule, we reserve the right to add the balance of your Account Value in the applicable MVA Option to the transaction and reduce your balance in that MVA Option to zero, subject to any applicable MVA.

TRANSFERS: Transfers of Account Value from an MVA Option on its Maturity Date, or within the immediately preceding thirty days, are not subject to a Transfer Fee and are not counted in determining whether other transfers may be subject to a Transfer Fee. We reserve the right to require two business days' notice prior to any transfer from an MVA Option if the amount to be transferred exceeds the MVA Transfer Limit shown in the MVA Option Schedule Supplement. Transfers from the MVA Options, including those made by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity, follow the same order as described in the second paragraph of the above "Withdrawals" section.

IV. MATURITY OF AN MVA OPTION

An MVA Option ends on the earliest of: the Maturity Date of the Guarantee Period, the date the entire amount in the MVA Option is withdrawn or transferred, the Annuity Date, the date the Annuity is surrendered, and the date as of which a Death Benefit is determined unless the Annuity is continued by a Spouse Beneficiary.

We will notify you before an MVA Option matures. You may elect to have the value of the MVA Option on its Maturity Date transferred to any Investment Option, including any MVA Option, we then make available.

If we do not receive instructions from you in Good Order at our Service Office before the Maturity Date of the MVA Option, regarding how the Account Value in your maturing MVA Option is to be allocated, we will allocate the Account Value in the maturing MVA Option to a money market Investment Option, unless the Maturity Date is the Annuity Date.

V. MVA SEPARATE ACCOUNT

Assets supporting our obligations based on Account Value invested in the MVA Options are held in the MVA Separate Account shown in the MVA Option Schedule Supplement. The MVA Separate Account is a "non-unitized" separate account established under the laws of the State of Arizona. Such obligations are based on the interest rates we credit to MVA Options and the terms of the annuities. These obligations do not depend on the investment performance of the assets in the MVA Separate Account. There are no discrete units in the MVA Separate Account. No party with rights under any annuity participates in the investment gain or loss from assets in the MVA Separate Account. Such gain or loss accrues solely to us.

We retain the risk that the value of the assets in the MVA Separate Account may drop below the reserves and other liabilities we must maintain. Should the value of the assets in the MVA Separate Account drop below the reserves and other liabilities we must maintain in relation to the annuities supported by such assets, we will transfer assets from our General Account to the MVA Separate Account to make up the difference. We have the right to transfer to our General Account any assets of the MVA Separate Account in excess of such reserves and other liabilities. We maintain assets in the MVA Separate Account supporting a number of annuities we offer. These assets may only be charged with liabilities that arise from such annuities and not with liabilities arising from any other business we may conduct.

VI. DEATH BENEFIT

The calculation of the Basic Death Benefit described in your Annuity, exclusive of any Death Benefit rider made a part of your Annuity, will be equal to your Unadjusted Account Value on the date we receive Due Proof of Death. The impact of any MVA on any other Death Benefit is described in the Death Benefit Rider(s) made a part of your Annuity.

VII. MODIFICATION OF GENERAL PROVISIONS

The "General Provisions" section of the Annuity is modified as follows

(1) The "Deferral of Transactions" sub-section of the General Provisions is modified such that, if we defer a distribution or transfer from an MVA Option for more than thirty days, we will pay interest as required by state law.

(2) The "Reserved Rights" sub-section of the General Provisions is expanded to include the right to combine the MVA Separate Account shown in the MVA Option Schedule Supplement with other "non-unitized" separate accounts.

VIII. TERMINATION OF THIS RIDER

TERMINATION DUE TO DEATH: This Rider terminates automatically as of the date the Annuity's Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary.

TERMINATION ON THE ANNUITY DATE: This Rider terminates automatically as of the Annuity Date.

TERMINATION UPON SURRENDER: This Rider terminates upon surrender of the Annuity to which it is made a part.

PRUCO LIFE INSURANCE COMPANY

/s/ Thomas C. Castano

Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 NORTH 44TH STREET, SUITE 250
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MARKET VALUE ADJUSTMENT ("MVA") OPTION SCHEDULE SUPPLEMENT

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE OF THE MARKET VALUE ADJUSTMENT OPTION RIDER: [Issue Date of the Annuity]

ANNUAL MAINTENANCE FEE: [Lesser of \$50 or 2% of Unadjusted Account Value, but only if the sum of the Purchase Payments in the Annuity at the time the fee is due is less than \$100,000]

MVA SEPARATE ACCOUNT: [Pruco Life Modified Guaranteed Annuity Account]

GUARANTEED MINIMUM INTEREST RATE: [3.0%]

LIQUIDITY FACTOR: [0.0025]

MVA TRANSFER LIMIT: [\$500,000]

MVA FORMULA: [The MVA factor is equal to:

$$\frac{[1 + i]^{n/12}}{[1 + j + k]}$$

where: i = the Crediting Rate for the MVA Option;

j = the rate for the remaining Guarantee Period, determined as described below;

k = the Liquidity Factor shown in this Schedule Supplement; and

n = the number of months remaining in the Guarantee Period duration, rounded up to the nearest whole month.

For the purposes of determining "j",

$$Y = n / 12.$$

GP1 = the smallest whole number of years greater than or equal to Y.

r1 = the rate for Guarantee Periods of duration GP1, which will equal the Crediting Rate if such Guarantee Period duration is currently available.

GP2 = the greatest whole number of years less than or equal to Y, but not less than 1.

r2 = the rate for Guarantee Periods of duration GP2, which will equal the Crediting Rate if such Guarantee Period duration is currently available.

If we do not currently offer a Guarantee Period of duration GP1 or duration GP2, we will determine r1 and/or r2 by linearly interpolating between the current rates of Guarantee Periods closest in duration. If we cannot interpolate because a Guarantee Period of lesser duration is not available, then r1 and/or r2 will equal to $[(1) + (2) - (3)]$, where (1), (2) and (3) are defined as:

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MARKET VALUE ADJUSTMENT ("MVA") OPTION SCHEDULE SUPPLEMENT (CONTINUED)

(1) = the current Treasury spot rate for GP1 or GP2, respectively, and

(2) = the current Crediting Rate for the next longer Guarantee Period duration currently available, and

(3) = the current Treasury spot rate for the next longer Guarantee Period duration currently available.

The term "current Treasury spot rate" refers to the rates that existed at the time the Crediting Rates were last determined.

To determine "j":

If Y is an integer, and if Y is equal to a Guarantee Period duration that we currently offer, "j" is equal to the Crediting Rate associated with a Guarantee Period duration of Y years.

If Y is less than 1, then "j" = r2.

Otherwise, we determine "j" by linearly interpolating between r1 and r2, using the following formula:

$$j = (r1 * (Y - GP2) + r2 * (GP1 - Y)) / (GP1 - GP2)$$

The current rate ("j") in the MVA formula is subject to the Guaranteed Minimum Interest Rate shown above.]

**PRUCO LIFE INSURANCE COMPANY
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DOLLAR COST AVERAGING ("DCA") PROGRAM RIDER

This Dollar Cost Averaging Program Rider ("DCA Program is madeRider") is made part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert to the provisions in the Annuity, except as may be provided below.

This Rider should be read in conjunction with the Market Value Adjustment ("MVA") Option Rider, any applicable Death Benefit Rider(s), and any Riders providing for optional benefits which are made a part of your Annuity. If there is a conflict between the provisions of this DCA Program Rider and the terms of the Annuity or the MVA Option Rider, the provisions of this DCA Program Rider shall control.

This DCA Program Rider provides for Dollar Cost Averaging MVA Options ("DCA MVA Options") designed to transfer Account Value from a Market Value Adjustment Option ("MVA Option") to other Investment Options that you have specified which we offer, on a monthly basis. It also provides for a modification, as described below, of the Guarantee Period durations and Market Value Adjustment Formula for MVA Options with respect to the DCA MVA Options.

This program of DCA MVA Options is separate from any other dollar cost averaging program we may make available. The DCA MVA Options may be utilized only as permitted by us in accordance with our rules at the time of election, and may not be available in conjunction with other programs and benefits we may make available. We may modify the terms of the DCA MVA Options, or discontinue making the DCA MVA Options available for allocation of new Purchase Payments. If we do so, we will notify you. You may elect to participate in the DCA MVA Options by submitting a request to us in Good Order.

Capitalized terms in this DCA Program Rider are defined in this Rider, your Annuity, or any MVA Option Rider made a part of your Annuity.

DCA MVA OPTIONS TERMS AND CONDITIONS:

(a) DCA MVA Options may only be selected in conjunction with, and simultaneous to, new Purchase Payment allocations. The minimum Purchase Payment allocation to a DCA MVA Option is shown in the DCA Program Schedule Supplement. You may not transfer Account Value into a DCA MVA Option. Multiple DCA MVA Options are permitted, subject to our allocation rules.

(b) You may only allocate Purchase Payments to the DCA MVA Option Guarantee Period durations we make available.

(c) We may limit the Investment Options into which Account Value may be transferred from a DCA MVA Option.

(d) Crediting Rates will be declared by us on or before the date allocations are made into a DCA MVA Option. The Crediting Rates for each DCA MVA Option we make available will never be less than the Guaranteed Minimum Interest Rate shown in the MVA Option Schedule Supplement, made a part of your Annuity.

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(e) We credit interest daily to the amounts in each DCA MVA Option we make available at the daily equivalent of a specific annualized rate declared for that DCA MVA Option until the earliest of: 1) the date the entire amount in the DCA MVA Option is transferred from the DCA MVA Option, 2) the date the entire amount in the DCA MVA Option is withdrawn, 3) the date as of which any Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary, and 4) the Annuity Date.

(f) Monthly transfers will be made during the Guarantee Period of the DCA MVA Option. Please refer to the "Transfers from DCA MVA Options" section below.

MVA OPTION GUARANTEE PERIOD DURATIONS FOR DCA MVA OPTIONS: We may offer certain MVA Option Guarantee Period durations only for use with the DCA MVA Options. These Guarantee Period durations are not available for existing Account Value.

MARKET VALUE ADJUSTMENT FORMULA APPLICABLE TO DCA MVA OPTIONS: The MVA Formula stated in the MVA Option Schedule Supplement is replaced with the Dollar Cost Averaging MVA Formula shown in the DCA Program Schedule Supplement. The Dollar Cost Averaging MVA Formula is used for purposes of determining the MVA, if any, applicable to DCA MVA Options to which assets are allocated. The formula is applied separately to each DCA MVA Option.

We do not apply an MVA to transfers made from DCA MVA Options or Optional Benefit Transfers (defined below). However, withdrawals or transfers from a DCA MVA Option made outside the DCA Program are subject to an MVA, assuming that no waiver of the MVA otherwise applies. If you cancel participation in the DCA Program, re-allocations of your Account Value due to cancellation are subject to an MVA. If you surrender the Annuity while participating in DCA MVA Options, the Surrender Value reflects any applicable MVA.

TRANSFERS FROM DCA MVA OPTIONS: Purchase Payments allocated to DCA MVA Options are transferred monthly and systematically, based on a duration we make available, to the Investment Options you specify. We will transfer amounts in a series of substantially equal amounts on each monthly transfer date. The first transfer from the DCA MVA Option is made as of the date of the allocation of the applicable Purchase Payment. The final transfer includes the interest credited during the period (but see the section below for the effect of withdrawals and Optional Benefit Transfers).

We will make transfers in accordance with your allocation instructions. You may change the Investment Options to which transfers from the DCA MVA Options are made by furnishing us with new allocation instructions in Good Order. Any transfers occurring after we receive your new allocation instructions will be made in accordance with the new instructions. Transfers from DCA MVA Options will be subject to the investment limitations applicable to any benefit provided under the Annuity. Transfers from DCA MVA Options do not count toward the maximum number of free transfers permitted under the Annuity, and you are not subject to a transfer fee for transfers from the DCA MVA Options. Transfers from DCA MVA Options, made in accordance with the rules of the DCA Program, are not subject to an MVA.

EFFECT OF WITHDRAWALS AND OPTIONAL BENEFIT TRANSFERS ON DCA MVA OPTIONS: We will recalculate the monthly transfer amount to reflect the reduction of Account Value in the DCA MVA Option caused by a withdrawal or transfer of Account Value from the DCA MVA Option made by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity ("Optional Benefit Transfer"). 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 or Optional Benefit Transfer. Deductions of the Annual Maintenance Fee, Premium Based Charge, or any other charges for optional benefits are treated as withdrawals for this recalculation purpose. If a withdrawal or Optional Benefit Transfer reduces the monthly transfer amount below the Minimum Monthly Transfer Amount shown in the DCA Program Schedule Supplement, the remaining balance in the DCA MVA Option will be transferred on the next monthly transfer date to the most-recently selected Investment

Options applicable to the DCA MVA Option. If there is no Account Value remaining in the DCA MVA Option following a withdrawal or Optional Benefit Transfer, the DCA MVA Option will terminate.

CANCELLATION: You may cancel your participation in the DCA Program by submitting a request in Good Order. Your Account Value in all current DCA MVA Options will be allocated to the Investment Options according to the instructions provided with your cancellation notice. If you have not provided any allocation instructions, we will allocate your Account Value in the DCA MVA Option(s) on a pro-rata basis to the Sub-accounts to which your Account Value is then allocated, excluding any Sub-accounts to which you are not permitted to electively allocate or transfer Account Value. If your Account Value is not allocated to any Sub-accounts at the time of cancellation, we will allocate your Account Value in the DCA MVA Option(s) to a money market Investment Option. Re-allocations of Account Value in DCA MVA Options, due to your cancellation of participation in the DCA Program, may be subject to an MVA.

PRUCO LIFE INSURANCE COMPANY

/s/ Thomas C. Castano

Secretary

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DOLLAR COST AVERAGING ("DCA") PROGRAM SCHEDULE SUPPLEMENT

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE OF THE DOLLAR COST AVERAGING PROGRAM RIDER: [Issue Date of the Annuity]

MINIMUM PURCHASE PAYMENT ALLOCATION TO A DCA MVA OPTION: [\$2,000]

MINIMUM MONTHLY TRANSFER AMOUNT: [\$100]

DOLLAR COST AVERAGING MVA FORMULA: The Market Value Adjustment Factor applicable to the DCA MVA Options we make available is as follows:

[MVA Factor =

$$\frac{[1 + i]^{n/12}}{[1 + j + k]}$$

where: i = the Index Rate established at inception of a DCA MVA Option. This Index Rate will be based on a Constant Maturity Treasury (CMT) rate for a maturity (in months) equal to the initial duration of the DCA MVA Option. This CMT rate will be determined based on the weekly average of the CMT Index of appropriate maturity as of two weeks prior to initiation of the DCA MVA Option. The CMT Index will be based on "Treasury constant maturities nominal 12" rates as published in Federal Reserve Statistical Release H.15. If a CMT index for the number of months needed is not available, the applicable CMT index will be determined based on a linear interpolation of the published CMT indices;

j = the Index Rate determined at the time the MVA calculation is needed, based on a CMT rate for the amount of time remaining in the DCA MVA Option. The amount of time will be based on the number of complete months remaining in the DCA MVA Option, rounded up to the nearest whole month. This CMT rate will be determined based on the weekly average of the CMT Index of appropriate maturity as of two weeks prior to the date for which the MVA calculation is needed. The CMT Index will be based on "Treasury constant maturities nominal 12" rates as published in Federal Reserve Statistical Release H.15. If a CMT index for the number of months needed is not available, the applicable CMT index will be determined based on a linear interpolation of the published CMT indices;

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DOLLAR COST AVERAGING ("DCA") PROGRAM SCHEDULE SUPPLEMENT (CONTINUED)

k = the Liquidity Factor shown in this DCA Program Schedule Supplement; and

n = the number of complete months remaining in the DCA MVA Option, rounded up to the nearest whole month.

If the "Treasury constant maturities nominal 12" rates available through Federal Reserve Statistical Release H. 15 should become unavailable at any time, or if the rate for a 1-month maturity should become unavailable through this source, we will substitute rates which, in our opinion, are comparable.]

LIQUIDITY FACTOR: [0.0025]

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PRUCO LIFE INSURANCE COMPANY

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MARKET VALUE ADJUSTMENT ("MVA") OPTION RIDER

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

IN THE ACCUMULATION PERIOD, PAYMENTS AND VALUES PROVIDED UNDER THIS RIDER MAY BE SUBJECT TO A MARKET VALUE ADJUSTMENT, RESULTING IN UPWARD OR DOWNWARD ADJUSTMENTS IN AMOUNTS PAYABLE, AND ARE NOT GUARANTEED. THE MARKET VALUE ADJUSTMENT APPLIES TO WITHDRAWALS AND TRANSFERS FROM A MARKET VALUE ADJUSTMENT OPTION WHICH ARE MADE MORE THAN 30 DAYS BEFORE THE END OF A GUARANTEE PERIOD, EXCEPT AS SPECIFIED IN THIS RIDER.

Effective Date: The Effective Date of this Rider is shown in the Market Value Adjustment ("MVA") Option Schedule Supplement.

Definitions:

Account Value: The definition of "Account Value" in your Annuity also includes the value of any allocation to an MVA Option we make available under this Rider. Account Value is determined separately for each MVA Option and then totaled in determining the Account Value for your Annuity. Account Value of each MVA Option includes a Market Value Adjustment (defined below), if applicable.

Crediting Rates: Interest rates credited to MVA Options during the Guarantee Period.

Guarantee Period: The period of time during the Accumulation Period during which we credit a fixed rate of interest to an MVA Option.

Guaranteed Minimum Interest Rate: This is the minimum rate of interest we will credit to an MVA Option during its Guarantee Period. The Guaranteed Minimum Interest Rate is determined in accordance with applicable state law. The Guaranteed Minimum Interest Rate is shown in the MVA Option Schedule Supplement.

Market Value Adjustment ("MVA"): A positive or negative adjustment used to determine the Account Value in an MVA Option.

Market Value Adjustment Option ("MVA Option"): An Investment Option to which a fixed rate of interest is credited for a specified Guarantee Period. The MVA Option is supported by assets in the MVA Separate Account listed in the MVA Option Schedule Supplement.

Maturity Date: The last day in a Guarantee Period.

MVA Separate Account: The separate account listed in the MVA Option Schedule Supplement used in relation to MVA Options.

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

Surrender Value: The definition of "Surrender Value" in your Annuity also includes an adjustment for the amount of any applicable MVA.

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

As of the Effective Date of the Rider, your Annuity is modified to include MVA Options among the Investment Options to which you may allocate Account Value. The following sections, describing the operation of these MVA Options, are made a part of your Annuity:

I. MVA OPTIONS

Each MVA Option earns a fixed rate of interest throughout its duration (the "Guarantee Period"). We may allow you to invest in multiple MVA Options. We may limit the amount of your Account Value you may allocate to the MVA Options.

The Guarantee Period for an MVA Option begins: (a) when all or part of a Purchase Payment is allocated to that particular MVA Option; or (b) upon transfer of any of your Account Value to that particular MVA Option.

We may offer multiple Guarantee Period durations. To the extent permitted by law, we may at any time offer Guarantee Period durations that differ from those available when your Annuity was issued. Upon maturity of an MVA Option, we may stop, limit, or restrict the availability of certain Guarantee Period durations that we make available. We may discontinue making MVA Options available for transfers of Account Value or allocation of new Purchase Payments. If we do so, we will notify you. We may limit availability of certain Guarantee Period durations if, by electing an MVA Option with such a Guarantee Period duration, its Maturity Date would occur subsequent to the Annuity Date. We may offer multiple Guarantee Periods of equal duration, but with different Crediting Rates. We may limit access to certain Guarantee Period durations, depending on the use of the Annuity.

Crediting Rates: We credit interest to amounts allocated to an MVA Option at the daily equivalent of the Crediting Rate in effect for that Guarantee Period duration when the allocation is made. We declare the Crediting Rates applicable to the various Guarantee Period durations we offer. Crediting Rates are expressed in terms of effective annualized rates of interest. The Crediting Rate is guaranteed throughout the Guarantee Period of each MVA Option. We will inform you of the Crediting Rate for an MVA Option, as well as its Maturity Date, when we confirm your allocation.

The Crediting Rates will never be less than the Guaranteed Minimum Interest Rate shown in the MVA Option Schedule Supplement.

Annual Maintenance Fee: If any portion of your Account Value is allocated to an MVA Option at the time an Annual Maintenance Fee would be deducted from your Annuity, the Annual Maintenance Fee will be deducted from the MVA Options only in the event the Account Value in the Sub-accounts is not enough to satisfy the Annual Maintenance Fee. If this happens: (1) the Annual Maintenance Fee shown in the MVA Option Schedule Supplement will be substituted for the Annual Maintenance Fee shown in the Annuity Schedule; and (2) the Annual Maintenance Fee will be deducted from the MVA Options in the same order as described in the "Allocation Rules for MVA Options" section for the order of withdrawals from multiple MVA Options.

II. ACCOUNT VALUE OF MVA OPTIONS

The Account Value of each MVA Option is the amount allocated to the MVA Option at the start of its Guarantee Period, plus the interest credited during its Guarantee Period, less any withdrawals, transfers, and any charges assessed, multiplied by the MVA factor, if applicable. We value each MVA Option separately.

We use a formula to determine any applicable MVA factor and any MVA applicable to surrenders, withdrawals or transfers from MVA Options ("the MVA Formula"). The formula is applied separately to each MVA Option. The MVA formula is set forth in the MVA Option Schedule Supplement.

We do not apply an MVA:

- . in determining the Account Value of a MVA Option on its Maturity Date or within the immediately preceding thirty days;
- . to amounts distributed as Required Minimum Distributions which we have calculated and provided through a program of systematic withdrawals we make available;
- . when Account Value is transferred from the MVA Option by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity;
- . when we deduct from the Account Value for any applicable Annual Maintenance Fees or charges for optional benefits;
- . on the Annuity Date; or
- . when a Death Benefit is determined.

We reserve the right to waive the Liquidity Factor shown in the MVA Option Schedule Supplement under certain circumstances including, but not limited to, the amount to be refunded if you exercise the Right to Cancel.

III. ALLOCATION RULES FOR MVA OPTIONS

Withdrawals: Unless we receive other instructions from you prior to a withdrawal, withdrawals are taken pro-rata from the Investment Options, including any MVA Options to which you have allocated Account Value, based on the then current Account Values in such Investment Options. For purposes of calculating the applicable portion to deduct from MVA Options, the Account Value in all your MVA Options is deemed to be in one Investment Option.

If Account Value is to be withdrawn from multiple MVA Options and you do not provide instructions indicating the MVA Options from which Account Value should be taken, then: (a) we take Account Value first from the MVA Option with the shortest amount of time remaining to the end of its Guarantee Period, and then from the MVA Option with the next shortest amount of time remaining to the end of its Guarantee Period, etc.; and (b) if there are multiple MVA Options with the same amount of time left in each Guarantee Period, then among such MVA Options we first take Account Value from the MVA Option that has the shortest Guarantee Period duration. If multiple MVA Options with equal Guarantee Period durations have the same amount of time left to the end of such Guarantee Periods, we withdraw amounts proportionately from those MVA Options based on the then current Account Value.

While withdrawals from an MVA Option on its Maturity Date, or within the preceding 30 days, are not subject to an MVA, such withdrawals may be subject to any applicable charges or fees, as shown in the Annuity Schedule.

Should you request a transaction that would reduce the Account Value remaining in an MVA Option below the Minimum Investment Option Amount shown in the Annuity Schedule, we reserve the right to add the balance of your Account Value in the applicable MVA Option to the transaction and close out your balance in that MVA Option, subject to any applicable MVA.

Transfers: Transfers of Account Value from an MVA Option on its Maturity Date, or within the immediately preceding thirty days, are not subject to a Transfer Fee and are not counted in determining whether other transfers may be subject to a Transfer Fee. We reserve the right to require two business days' notice prior to any transfer out of an MVA Option if the amount to be transferred exceeds the MVA Transfer Limit shown in the MVA Option Schedule Supplement. Transfers from the MVA Options, including those made by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity, follow the same order as described in the second paragraph of the above "Withdrawals" section.

IV. MATURITY OF AN MVA OPTION

An MVA Option ends on the earliest of: the Maturity Date of the Guarantee Period; the date the entire amount in the MVA Option is withdrawn or transferred; the Annuity Date; the date the Annuity is surrendered; and the date as of which a Death Benefit is determined unless the Annuity is continued by a Spouse Beneficiary.

We will notify you before an MVA Option matures. You may elect to have the value of the MVA Option on its Maturity Date transferred to any Investment Option, including any MVA Option, we then make available.

If we do not receive instructions from you in Good Order at our Service Office before the Maturity Date of the MVA Option, regarding how the Account Value in your maturing MVA Option is to be allocated, we will allocate the Account Value in the maturing MVA Option to a money market Investment Option, unless the Maturity Date is the Annuity Date.

V. MVA SEPARATE ACCOUNT

Assets supporting our obligations based on Account Value invested in the MVA Options are held in the MVA Separate Account shown in the MVA Option Schedule Supplement. The MVA Separate Account is a "non-unitized" separate account established under the laws of the State of Arizona. Such obligations are based on the interest rates we credit to MVA Options and the terms of the annuities. These obligations do not depend on the investment performance of the assets in the MVA Separate Account. There are no discrete units in the MVA Separate Account. No party with rights under any annuity participates in the investment gain or loss from assets in the MVA Separate Account. Such gain or loss accrues solely to us.

We retain the risk that the value of the assets in the MVA Separate Account may drop below the reserves and other liabilities we must maintain. Should the value of the assets in the MVA Separate Account drop below the reserves and other liabilities we must maintain in relation to the annuities supported by such assets, we will transfer assets from our General Account to the MVA Separate Account to make up the difference. We have the right to transfer to our General Account any assets of the MVA Separate Account in excess of such reserves and other liabilities. We maintain assets in the MVA Separate Account supporting a number of annuities we offer. These assets may only be charged with liabilities that arise from such annuities and not with liabilities arising out of any other business we may conduct.

VI. DEATH BENEFIT

The calculation of the Basic Death Benefit described in your Annuity, exclusive of any Death Benefit rider made a part of your Annuity, will be equal to your Unadjusted Account Value on the date we receive Due Proof of Death, less the amount of any Purchase Credits applied during the period beginning 12 months prior to the decedent's date of death and ending on the date we receive Due Proof of Death. In the event of Spousal Continuation, we do not reduce the Death Benefit by any Purchase Credits. However, if the Annuity is surrendered within 12 months of Spousal Continuation, we will deduct from the Surrender Value any Purchase Credits applied during the period beginning 12 months prior to the decedent's date of death and ending on the

date we receive Due Proof of Death. We reserve the right to waive, on a non-discriminatory basis, our right to deduct such Purchase Credits. Please refer to the Annuity Schedule to determine if your Annuity makes provision for any Purchase Credits. The impact of any MVA on any other Death Benefit is described in the Death Benefit Rider(s) made a part of your Annuity.

VII. MODIFICATION OF GENERAL PROVISIONS

The "General Provisions" section of the Annuity is modified as follows:

- (1) The "Deferral of Transactions" sub-section of the General Provisions is modified such that, if we defer a distribution or transfer from an MVA Option for more than thirty days, we will pay interest as required by state law.
- (2) The "Reserved Rights" sub-section of the General Provisions is expanded to include the right to combine the MVA Separate Account shown in the MVA Option Schedule Supplement with other "non-unitized" separate accounts.

VIII. TERMINATION OF THIS RIDER

Termination due to Death: This Rider terminates automatically as of the date the Annuity's Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary.

Termination on the Annuity Date: This Rider terminates automatically as of the Annuity Date.

Termination upon Surrender: This Rider terminates upon surrender of the Annuity to which it is made a part.

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[2999 North 44th Street, Suite 250
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MARKET VALUE ADJUSTMENT ("MVA") OPTION SCHEDULE SUPPLEMENT

Annuity Number: [001-00001]

Effective Date of the Market Value Adjustment Option Rider: [Issue Date of the Annuity]

Annual Maintenance Fee:

MVA Separate Account: [Pruco Life Modified Guaranteed Annuity Account]

Guaranteed Minimum Interest Rate: [3.0%]

Liquidity Factor: [0.0025]

MVA Transfer Limit: [\$500,000]

MVA Formula: [The MVA factor is equal to:

$$\frac{1 + i}{[-----] / n / 12 / 1 + j + k}$$

where: i = the Crediting Rate for the MVA Option;

j = the rate for the remaining Guarantee Period, determined as described below;

k = the Liquidity Factor shown in this Schedule Supplement; and

n = the number of months remaining in the Guarantee Period duration, rounded up to the nearest whole month.

For the purposes of determining "j",

$$Y = n / 12.$$

GP1 = the smallest whole number of years greater than or equal to Y.

r1 = the rate for Guarantee Periods of duration GP1, which will equal the Crediting Rate if such Guarantee Period duration is currently available.

GP2 = the greatest whole number of years less than or equal to Y, but not less than 1.

r2 = the rate for Guarantee Periods of duration GP2, which will equal the Crediting Rate if such Guarantee Period duration is currently available.

If we do not currently offer a Guarantee Period of duration GP1 or duration GP2, we will determine r1 and/or r2 by linearly interpolating between the current rates of Guarantee Periods closest in duration. If we cannot interpolate because a Guarantee Period of lesser duration is not available, then r1 and/or r2 will equal to [(1) + (2) - (3)], where (1), (2) and (3) are defined as:

MARKET VALUE ADJUSTMENT ("MVA") OPTION SCHEDULE SUPPLEMENT (Continued)

(1) = the current Treasury spot rate for GP1 or GP2, respectively, and

(2) = the current Crediting Rate for the next longer Guarantee Period duration currently available, and

(3) = the current Treasury spot rate for the next longer Guarantee Period duration currently available.

The term "current Treasury spot rate" refers to the rates that existed at the time the Crediting Rates were last determined.

To determine "j":

If Y is an integer, and if Y is equal to a Guarantee Period duration that we currently offer, "j" is equal to the Crediting Rate associated with a Guarantee Period duration of Y years.

If Y is less than 1, then "j" = r2.

Otherwise, we determine "j" by linearly interpolating between r1 and r2, using the following formula:

$$j = (r1 * (Y - GP2) + r2 * (GP1 - Y)) / (GP1 - GP2)$$

The current rate ("j") in the MVA formula is subject to the Guaranteed Minimum Interest Rate shown above.]

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DOLLAR COST AVERAGING ("DCA") PROGRAM RIDER

This Dollar Cost Averaging Program Rider ("DCA Program Rider") is made part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in the Annuity, except as may be provided below.

This Rider should be read in conjunction with the Market Value Adjustment ("MVA") Option Rider, any applicable Death Benefit Rider(s), and any Riders providing for optional benefits which are made a part of your Annuity. If there is a conflict between the provisions of this DCA Program Rider and the terms of the Annuity or the MVA Option Rider, the provisions of this DCA Program Rider shall control.

This DCA Program Rider provides for Dollar Cost Averaging MVA Options ("DCA MVA Options") designed to transfer Account Value from a Market Value Adjustment Option ("MVA Option") to other Investment Options that you have specified which we offer, on a monthly basis. It also provides for a modification, as described below, of the Guarantee Period durations and Market Value Adjustment Formula for MVA Options with respect to the DCA MVA Options.

This program of DCA MVA Options is separate from any other dollar cost averaging program we may make available. The DCA MVA Options may be utilized only as permitted by us in accordance with our rules at the time of election, and may not be available in conjunction with other programs and benefits we may make available. We may modify the terms of the DCA MVA Options, or discontinue making the DCA MVA Options available for allocation of new Purchase Payments. If we do so, we will notify you. You may elect to participate in the DCA MVA Options by submitting a request to us in Good Order.

Capitalized terms in this DCA Program Rider are defined in this Rider, your Annuity, or any MVA Option Rider made a part of your Annuity.

DCA MVA OPTIONS TERMS AND CONDITIONS:

(a) DCA MVA Options may only be selected in conjunction with, and simultaneous to, new Purchase Payment allocations. The minimum Purchase Payment allocation to a DCA MVA Option is shown in the DCA Program Schedule Supplement. You may not transfer Account Value into a DCA MVA Option. Multiple DCA MVA Options are permitted, subject to our allocation rules.

(b) You may only allocate Purchase Payments to the DCA MVA Option Guarantee Period durations we make available.

(c) We may limit the Investment Options into which Account Value may be transferred from a DCA MVA Option.

(d) Crediting Rates will be declared by us on or before the date allocations are made into a DCA MVA Option. The Crediting Rates for each DCA MVA Option we make available will never be less than the Guaranteed Minimum Interest Rate shown in the MVA Option Schedule Supplement, made a part of your Annuity.

(e) We credit interest daily to the amounts in each DCA MVA Option we make available at the daily equivalent of a specific annualized rate declared for that DCA MVA Option until the earliest of: 1) the date the entire amount in the DCA MVA Option is transferred out of the DCA MVA Option; 2) the date the entire amount in the DCA MVA Option is withdrawn; 3) the date as of which any Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary; and 4) the Annuity Date.

(f) Monthly transfers will be made during the Guarantee Period of the DCA MVA Option. Please refer to the "Transfers from DCA MVA Options" section below.

MVA OPTION GUARANTEE PERIOD DURATIONS FOR DCA MVA OPTIONS: We may offer certain MVA Option Guarantee Period durations only for use with the DCA MVA Options. These Guarantee Period durations are not available for existing Account Value.

MARKET VALUE ADJUSTMENT FORMULA APPLICABLE TO DCA MVA OPTIONS: The MVA Formula stated in the MVA Option Schedule Supplement is replaced with the Dollar Cost Averaging MVA Formula shown in the DCA Program Schedule Supplement. The Dollar Cost Averaging MVA Formula is used for purposes of determining the MVA, if any, applicable to DCA MVA Options to which assets are allocated. The formula is applied separately to each DCA MVA Option.

We do not apply an MVA to transfers made from DCA MVA Options or Optional Benefit Transfers (defined below). However, withdrawals or transfers from a DCA MVA Option made outside the DCA Program are subject to an MVA, assuming that no waiver of the MVA otherwise applies. If you cancel participation in the DCA Program, re-allocations of your Account Value due to cancellation are subject to an MVA. If you surrender the Annuity while participating in DCA MVA Options, the Surrender Value reflects any applicable MVA.

TRANSFERS FROM DCA MVA OPTIONS: Purchase Payments allocated to DCA MVA Options, including any Purchase Credits in relation to such Purchase Payments, are transferred monthly and systematically, based on a duration we make available, to the Investment Options you specify. Refer to your Annuity Schedule to determine if your Annuity makes provision for Purchase Credits. We will transfer amounts in a series of substantially equal amounts on each monthly transfer date. The first transfer from the DCA MVA Option is made as of the date of the allocation of the applicable Purchase Payment. The final transfer includes the interest credited during the period (but see the section below for the effect of withdrawals and Optional Benefit Transfers).

We will make transfers in accordance with your allocation instructions. You may change the Investment Options to which transfers from the DCA MVA Options are made by furnishing us with new allocation instructions in Good Order. Any transfers occurring after we receive your new allocation instructions will be made in accordance with the new instructions. Transfers from DCA MVA Options will be subject to the investment limitations applicable to any benefit provided under the Annuity. Transfers from DCA MVA Options do not count toward the maximum number of free transfers permitted under the Annuity, and you are not subject to a transfer fee for transfers from the DCA MVA Options. Transfers from DCA MVA Options, made in accordance with the rules of the DCA Program, are not subject to an MVA.

EFFECT OF WITHDRAWALS AND OPTIONAL BENEFIT TRANSFERS ON DCA MVA OPTIONS: We will recalculate the monthly transfer amount to reflect the reduction of Account Value in the DCA MVA Option caused by a withdrawal or transfer of Account Value from the DCA MVA Option made by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity ("Optional Benefit Transfer"). 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 or Optional Benefit Transfer. Deductions of the Annual Maintenance Fee or any other charges for optional benefits are treated as withdrawals for this recalculation purpose. If a withdrawal or Optional Benefit Transfer reduces the monthly transfer amount below the Minimum Monthly Transfer Amount shown in the DCA

Program Schedule Supplement, the remaining balance in the DCA MVA Option will be transferred on the next monthly transfer date to the most-recently selected Investment Options applicable to the DCA MVA Option. If there is no Account Value remaining in the DCA MVA Option following a withdrawal or Optional Benefit Transfer, the DCA MVA Option will terminate.

CANCELLATION: You may cancel your participation in the DCA Program by submitting a request in Good Order. Your Account Value in all current DCA MVA Options will be allocated to the Investment Options according to the instructions provided with your cancellation notice. If you have not provided any allocation instructions, we will allocate your Account Value in the DCA MVA Option(s) on a pro-rata basis to the Sub-accounts to which your Account Value is then allocated, excluding any Sub-accounts to which you are not permitted to electively allocate or transfer Account Value. If your Account Value is not allocated to any Sub-accounts at the time of cancellation, we will allocate your Account Value in the DCA MVA Option(s) to a money market Investment Option. Re-allocations of Account Value in DCA MVA Options, due to your cancellation of participation in the DCA Program, may be subject to an MVA.

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DOLLAR COST AVERAGING ("DCA") PROGRAM SCHEDULE SUPPLEMENT

Annuity Number: [001-00001]

Effective Date of the Dollar Cost Averaging Program Rider: [Issue Date of the Annuity]

Minimum Purchase Payment Allocation to a DCA MVA Option: [\$2,000]

Minimum Monthly Transfer Amount: [\$100]

Dollar Cost Averaging MVA Formula: The Market Value Adjustment Factor applicable to the DCA MVA Options we make available is as follows:

[MVA Factor =

$$\frac{1 + i}{[-----] / n / 12 / 1 + j + k}$$

where: i = the Index Rate established at inception of a DCA MVA Option.

This Index Rate will be based on a Constant Maturity Treasury (CMT) rate for a maturity (in months) equal to the initial duration of the DCA MVA Option. This CMT rate will be determined based on the weekly average of the CMT Index of appropriate maturity as of two weeks prior to initiation of the DCA MVA Option. The CMT Index will be based on "Treasury constant maturities nominal 12" rates as published in Federal Reserve Statistical Release H.15. If a CMT index for the number of months needed is not available, the applicable CMT index will be determined based on a linear interpolation of the published CMT indices;

j = the Index Rate determined at the time the MVA calculation is needed, based on a CMT rate for the amount of time remaining in the DCA MVA Option. The amount of time will be based on the number of complete months remaining in the DCA MVA Option, rounded up to the nearest whole month. This CMT rate will be determined based on the weekly average of the CMT Index of appropriate maturity as of two weeks prior to the date for which the MVA calculation is needed. The CMT Index will be based on "Treasury constant maturities nominal 12" rates as published in Federal Reserve Statistical Release H.15. If a CMT index for the number of months needed is not available, the applicable CMT index will be determined based on a linear interpolation of the published CMT indices;

DOLLAR COST AVERAGING ("DCA") PROGRAM SCHEDULE SUPPLEMENT (Continued)

k = the Liquidity Factor shown in this DCA Program Schedule Supplement; and

n = the number of complete months remaining in the DCA MVA Option, rounded up to the nearest whole month.

If the "Treasury constant maturities nominal 12" rates available through Federal Reserve Statistical Release H. 15 should become unavailable at any time, or if the rate for a 1-month maturity should become unavailable through this source, we will substitute rates which, in our opinion, are comparable.]

Liquidity Factor: [0.0025]

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MARKET VALUE ADJUSTMENT ("MVA") OPTION RIDER

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

IN THE ACCUMULATION PERIOD, PAYMENTS AND VALUES PROVIDED UNDER THIS RIDER MAY BE SUBJECT TO A MARKET VALUE ADJUSTMENT, RESULTING IN UPWARD OR DOWNWARD ADJUSTMENTS IN AMOUNTS PAYABLE, AND ARE NOT GUARANTEED. THE MARKET VALUE ADJUSTMENT APPLIES TO WITHDRAWALS AND TRANSFERS FROM A MARKET VALUE ADJUSTMENT OPTION WHICH ARE MADE MORE THAN 30 DAYS BEFORE THE END OF A GUARANTEE PERIOD, EXCEPT AS SPECIFIED IN THIS RIDER.

Effective Date: The Effective Date of this Rider is shown in the Market Value Adjustment ("MVA") Option Schedule Supplement.

Definitions:

Account Value: The definition of "Account Value" in your Annuity is modified by this Rider to include, not only any allocations to the Sub-accounts, but to also include the value of any allocation to an MVA Option we make available under this Rider. Account Value is determined separately for each MVA Option and then totaled and added to the value of the allocations to the Sub-accounts, in determining the Account Value for your Annuity. Account Value of each MVA Option includes a Market Value Adjustment (defined below), if applicable.

Crediting Rates: Interest rates credited to MVA Options during the Guarantee Period.

Guarantee Period: The period of time during the Accumulation Period during which we credit a fixed rate of interest to an MVA Option.

Guaranteed Minimum Interest Rate: This is the minimum rate of interest we will credit to an MVA Option during its Guarantee Period. The Guaranteed Minimum Interest Rate is determined in accordance with applicable state law. The Guaranteed Minimum Interest Rate is shown in the MVA Option Schedule Supplement.

Market Value Adjustment ("MVA"): A positive or negative adjustment used to determine the Account Value in an MVA Option.

Market Value Adjustment Option ("MVA Option"): An Investment Option to which a fixed rate of interest is credited for a specified Guarantee Period. The MVA Option is supported by assets in the MVA Separate Account listed in the MVA Option Schedule Supplement.

Maturity Date: The last day in a Guarantee Period.

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MVA Separate Account: The separate account listed in the MVA Option Schedule Supplement used in relation to MVA Options.

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

Surrender Value: The definition of "Surrender Value" in your Annuity also includes an adjustment for the amount of any applicable MVA.

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

As of the Effective Date of the Rider, your Annuity is modified to include MVA Options among the Investment Options to which you may allocate Account Value. The following sections, describing the operation of these MVA Options, are made a part of your Annuity:

I. MVA OPTIONS

Each MVA Option earns a fixed rate of interest throughout its duration (the "Guarantee Period"). We may allow you to invest in multiple MVA Options. We may limit the amount of your Account Value you may allocate to the MVA Options.

The Guarantee Period for an MVA Option begins: (a) when all or part of a Purchase Payment is allocated to that particular MVA Option; or (b) upon transfer of any of your Account Value to that particular MVA Option.

We may offer multiple Guarantee Period durations. To the extent permitted by law, we may at any time offer Guarantee Period durations that differ from those available when your Annuity was issued. Upon maturity of an MVA Option, we may stop, limit, or restrict the availability of certain Guarantee Period durations that we make available. We may discontinue making MVA Options available for transfers of Account Value or allocation of new Purchase Payments. If we do so, we will notify you. We may limit availability of certain Guarantee Period durations if, by electing an MVA Option with such a Guarantee Period duration, its Maturity Date would occur after the Annuity Date. We may offer multiple Guarantee Periods of equal duration, but with different Crediting Rates. We may limit access to certain Guarantee Period durations, depending on the use of the Annuity.

Crediting Rates: We credit interest to amounts allocated to an MVA Option at the daily equivalent of the Crediting Rate in effect for that Guarantee Period duration when the allocation is made. We declare the Crediting Rates applicable to the various Guarantee Period durations we offer. Crediting Rates are expressed in terms of effective annualized rates of interest. The Crediting Rate is guaranteed throughout the Guarantee Period of each MVA Option. We will inform you of the Crediting Rate for an MVA Option, as well as its Maturity Date, when we confirm your allocation.

The Crediting Rates will never be less than the Guaranteed Minimum Interest Rate shown in the MVA Option Schedule Supplement.

Annual Maintenance Fee and Premium Based Insurance Charge: If any portion of your Account Value is allocated to an MVA Option at the time an Annual Maintenance Fee or Premium Based Insurance Charge would be deducted from your Annuity, the Annual Maintenance Fee and/or the Premium Based Insurance Charge will be deducted from the MVA Options only in the event the Account Value in the Sub-accounts is not enough to satisfy the Annual Maintenance Fee and/or Premium Based Insurance Charge. If this happens: (1) the Annual Maintenance Fee shown in the MVA Option Schedule Supplement will be substituted for the Annual Maintenance Fee shown in the Annuity Schedule; (2) we will deduct only that portion of the Premium Based Insurance Charge that does not reduce the Unadjusted Account Value below the Premium Based Insurance Charge Waiver Amount shown in the Annuity Schedule;

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and (3) the Annual Maintenance Fee and/or Premium Based Insurance Charge will be deducted from the MVA Options in the same order as described in the "Allocation Rules for MVA Options" section for the order of withdrawals from multiple MVA Options.

II. ACCOUNT VALUE OF MVA OPTIONS

The Account Value of each MVA Option is the amount allocated to the MVA Option at the start of its Guarantee Period, plus the interest credited during its Guarantee Period, less any withdrawals, transfers, and any charges assessed, multiplied by the MVA factor, if applicable. We value each MVA Option separately.

We use a formula to determine any applicable MVA factor and any MVA applicable to surrenders, withdrawals or transfers from MVA Options ("the MVA Formula"). The formula is applied separately to each MVA Option. The MVA formula is set forth in the MVA Option Schedule Supplement.

We do not apply an MVA:

- . in determining the Account Value of a MVA Option on its Maturity Date or within the immediately preceding thirty days;
- . to amounts distributed as Required Minimum Distributions which we have calculated and provided through a program of systematic withdrawals we make available;
- . when Account Value is transferred from the MVA Option by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity;
- . when we deduct from the Account Value for any applicable Annual Maintenance Fees, Premium Based Insurance Charges, or charges for optional benefits;
- . on the Annuity Date; or
- . when a Death Benefit is determined.

We reserve the right to waive the Liquidity Factor shown in the MVA Option Schedule Supplement under certain circumstances including, but not limited to, the amount to be refunded if you exercise the Right to Cancel.

III. ALLOCATION RULES FOR MVA OPTIONS

Withdrawals: Unless we receive other instructions from you prior to a withdrawal, withdrawals are taken pro-rata from the Investment Options, including any MVA Options to which you have allocated Account Value, based on the then current Account Values in such Investment Options. For purposes of calculating the applicable portion to deduct from MVA Options, the Account Value in all your MVA Options is deemed to be in one Investment Option.

If Account Value is to be withdrawn from multiple MVA Options and you do not provide instructions indicating the MVA Options from which Account Value should be taken, then: (a) we take Account Value first from the MVA Option with the shortest amount of time remaining to the end of its Guarantee Period, and then from the MVA Option with the next shortest amount of time remaining to the end of its Guarantee Period, etc.; and (b) if there are multiple MVA Options with the same amount of time left in each Guarantee Period, then among such MVA Options we first take Account Value from the MVA Option that has the shortest Guarantee Period duration. If multiple MVA Options with equal Guarantee Period durations have the same amount of time left to the end of such Guarantee Periods, we withdraw amounts proportionately from those MVA Options based on the then current Account Value.

While withdrawals from an MVA Option on its Maturity Date, or within the preceding 30 days, are not subject to an MVA, such withdrawals may be subject to any applicable charges or fees, as shown in the Annuity Schedule.

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Should you request a transaction that would reduce the Account Value remaining in an MVA Option below the Minimum Investment Option Amount shown in the Annuity Schedule, we reserve the right to add the balance of your Account Value in the applicable MVA Option to the transaction and reduce your balance in that MVA Option to zero, subject to any applicable MVA.

Transfers: Transfers of Account Value from an MVA Option on its Maturity Date, or within the immediately preceding thirty days, are not subject to a Transfer Fee and are not counted in determining whether other transfers may be subject to a Transfer Fee. We reserve the right to require two business days' notice prior to any transfer from an MVA Option if the amount to be transferred exceeds the MVA Transfer Limit shown in the MVA Option Schedule Supplement. Transfers from the MVA Options, including those made by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity, follow the same order as described in the second paragraph of the above "Withdrawals" section.

IV. MATURITY OF AN MVA OPTION

An MVA Option ends on the earliest of: the Maturity Date of the Guarantee Period, the date the entire amount in the MVA Option is withdrawn or transferred, the Annuity Date, the date the Annuity is surrendered, and the date as of which a Death Benefit is determined unless the Annuity is continued by a Spouse Beneficiary.

We will notify you before an MVA Option matures. You may elect to have the value of the MVA Option on its Maturity Date transferred to any Investment Option, including any MVA Option, we then make available.

If we do not receive instructions from you in Good Order at our Service Office before the Maturity Date of the MVA Option, regarding how the Account Value in your maturing MVA Option is to be allocated, we will allocate the Account Value in the maturing MVA Option to a money market Investment Option, unless the Maturity Date is the Annuity Date.

V. MVA SEPARATE ACCOUNT

Assets supporting our obligations based on Account Value invested in the MVA Options are held in the MVA Separate Account shown in the MVA Option Schedule Supplement. The MVA Separate Account is a "non-unitized" separate account established under the laws of the State of Arizona. Such obligations are based on the interest rates we credit to MVA Options and the terms of the annuities. These obligations do not depend on the investment performance of the assets in the MVA Separate Account. There are no discrete units in the MVA Separate Account. No party with rights under any annuity participates in the investment gain or loss from assets in the MVA Separate Account. Such gain or loss accrues solely to us.

We retain the risk that the value of the assets in the MVA Separate Account may drop below the reserves and other liabilities we must maintain. Should the value of the assets in the MVA Separate Account drop below the reserves and other liabilities we must maintain in relation to the annuities supported by such assets, we will transfer assets from our General Account to the MVA Separate Account to make up the difference. We have the right to transfer to our General Account any assets of the MVA Separate Account in excess of such reserves and other liabilities. We maintain assets in the MVA Separate Account supporting a number of annuities we offer. These assets may only be charged with liabilities that arise from such annuities and not with liabilities arising from any other business we may conduct.

P-RID-MVA(5/14)

VI. DEATH BENEFIT

The calculation of the Basic Death Benefit described in your Annuity, exclusive of any Death Benefit rider made a part of your Annuity, will be equal to your Unadjusted Account Value on the date we receive Due Proof of Death. The impact of any MVA on any other Death Benefit is described in the Death Benefit Rider(s) made a part of your Annuity.

VII. MODIFICATION OF GENERAL PROVISIONS

The "General Provisions" section of the Annuity is modified as follows:

(1)The "Deferral of Transactions" sub-section of the General Provisions is modified such that, if we defer a distribution or transfer from an MVA Option for more than thirty days, we will pay interest as required by state law.

(2)The "Reserved Rights" sub-section of the General Provisions is expanded to include the right to combine the MVA Separate Account shown in the MVA Option Schedule Supplement with other "non-unitized" separate accounts.

VIII. TERMINATION OF THIS RIDER

Termination due to Death: This Rider terminates automatically as of the date the Annuity's Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary.

Termination on the Annuity Date: This Rider terminates automatically as of the Annuity Date.

Termination upon Surrender: This Rider terminates upon surrender of the Annuity to which it is made a part.

PRUCO LIFE INSURANCE COMPANY

[LOGO]
Secretary

P-RID-MVA(5/14)

PRUCO LIFE INSURANCE COMPANY

[2999 North 44th/ Street, Suite 250
Phoenix, Arizona 85014]

DOLLAR COST AVERAGING ("DCA") PROGRAM RIDER

This Dollar Cost Averaging Program Rider ("DCA Program Rider") is made part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert to the provisions in the Annuity, except as may be provided below.

This Rider should be read in conjunction with the Market Value Adjustment ("MVA") Option Rider, any applicable Death Benefit Rider(s), and any Riders providing for optional benefits which are made a part of your Annuity. If there is a conflict between the provisions of this DCA Program Rider and the terms of the Annuity or the MVA Option Rider, the provisions of this DCA Program Rider shall control.

This DCA Program Rider provides for Dollar Cost Averaging MVA Options ("DCA MVA Options") designed to transfer Account Value from a Market Value Adjustment Option ("MVA Option") to other Investment Options that you have specified which we offer, on a monthly basis. It also provides for a modification, as described below, of the Guarantee Period durations and Market Value Adjustment Formula for MVA Options with respect to the DCA MVA Options.

This program of DCA MVA Options is separate from any other dollar cost averaging program we may make available. The DCA MVA Options may be utilized only as permitted by us in accordance with our rules at the time of election, and may not be available in conjunction with other programs and benefits we may make available. We may modify the terms of the DCA MVA Options, or discontinue making the DCA MVA Options available for allocation of new Purchase Payments. If we do so, we will notify you. You may elect to participate in the DCA MVA Options by submitting a request to us in Good Order.

Capitalized terms in this DCA Program Rider are defined in this Rider, your Annuity, or any MVA Option Rider made a part of your Annuity.

DCA MVA OPTIONS TERMS AND CONDITIONS:

(a) DCA MVA Options may only be selected in conjunction with, and simultaneous to, new Purchase Payment allocations. The minimum Purchase Payment allocation to a DCA MVA Option is shown in the DCA Program Schedule Supplement. You may not transfer Account Value into a DCA MVA Option. Multiple DCA MVA Options are permitted, subject to our allocation rules.

(b) You may only allocate Purchase Payments to the DCA MVA Option Guarantee Period durations we make available.

(c) We may limit the Investment Options into which Account Value may be transferred from a DCA MVA Option.

(d) Crediting Rates will be declared by us on or before the date allocations are made into a DCA MVA Option. The Crediting Rates for each DCA MVA Option we make available will never be less than the Guaranteed Minimum Interest Rate shown in the MVA Option Schedule Supplement, made a part of your Annuity.

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(e) We credit interest daily to the amounts in each DCA MVA Option we make available at the daily equivalent of a specific annualized rate declared for that DCA MVA Option until the earliest of: 1) the date the entire amount in the DCA MVA Option is transferred from the DCA MVA Option, 2) the date the entire amount in the DCA MVA Option is withdrawn, 3) the date as of which any Death Benefit is determined, unless the Annuity is continued by a Spouse Beneficiary, and 4) the Annuity Date.

(f) Monthly transfers will be made during the Guarantee Period of the DCA MVA Option. Please refer to the "Transfers from DCA MVA Options" section below.

MVA OPTION GUARANTEE PERIOD DURATIONS FOR DCA MVA OPTIONS: We may offer certain MVA Option Guarantee Period durations only for use with the DCA MVA Options. These Guarantee Period durations are not available for existing Account Value.

MARKET VALUE ADJUSTMENT FORMULA APPLICABLE TO DCA MVA OPTIONS: The MVA Formula stated in the MVA Option Schedule Supplement is replaced with the Dollar Cost Averaging MVA Formula shown in the DCA Program Schedule Supplement. The Dollar Cost Averaging MVA Formula is used for purposes of determining the MVA, if any, applicable to DCA MVA Options to which assets are allocated. The formula is applied separately to each DCA MVA Option.

We do not apply an MVA to transfers made from DCA MVA Options or Optional Benefit Transfers (defined below). However, withdrawals or transfers from a DCA MVA Option made outside the DCA Program are subject to an MVA, assuming that no waiver of the MVA otherwise applies. If you cancel participation in the DCA Program, re-allocations of your Account Value due to cancellation are subject to an MVA. If you surrender the Annuity while participating in DCA MVA Options, the Surrender Value reflects any applicable MVA.

TRANSFERS FROM DCA MVA OPTIONS: Purchase Payments allocated to DCA MVA Options are transferred monthly and systematically, based on a duration we make available, to the Investment Options you specify. We will transfer amounts in a series of substantially equal amounts on each monthly transfer date. The first transfer from the DCA MVA Option is made as of the date of the allocation of the applicable Purchase Payment. The final transfer includes the interest credited during the period (but see the section below for the effect of withdrawals and Optional Benefit Transfers).

We will make transfers in accordance with your allocation instructions. You may change the Investment Options to which transfers from the DCA MVA Options are made by furnishing us with new allocation instructions in Good Order. Any transfers occurring after we receive your new allocation instructions will be made in accordance with the new instructions. Transfers from DCA MVA Options will be subject to the investment limitations applicable to any benefit provided under the Annuity. Transfers from DCA MVA Options do not count toward the maximum number of free transfers permitted under the Annuity, and you are not subject to a transfer fee for transfers from the DCA MVA Options. Transfers from DCA MVA Options, made in accordance with the rules of the DCA Program, are not subject to an MVA.

EFFECT OF WITHDRAWALS AND OPTIONAL BENEFIT TRANSFERS ON DCA MVA OPTIONS: We will recalculate the monthly transfer amount to reflect the reduction of Account Value in the DCA MVA Option caused by a withdrawal or transfer of Account Value from the DCA MVA Option made by us pursuant to a transfer calculation formula under any optional benefits made a part of your Annuity ("Optional Benefit Transfer"). 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 or Optional Benefit Transfer. Deductions of the Annual Maintenance Fee, Premium Based Insurance Charge, or any other charges for optional benefits are treated as withdrawals for this recalculation purpose. If a withdrawal or Optional Benefit Transfer reduces the monthly transfer amount below the Minimum Monthly Transfer Amount shown in the DCA Program Schedule Supplement, the remaining balance in the DCA MVA Option will be transferred on the next monthly transfer date to the most-recently selected Investment

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Options applicable to the DCA MVA Option. If there is no Account Value remaining in the DCA MVA Option following a withdrawal or Optional Benefit Transfer, the DCA MVA Option will terminate.

CANCELLATION: You may cancel your participation in the DCA Program by submitting a request in Good Order. Your Account Value in all current DCA MVA Options will be allocated to the Investment Options according to the instructions provided with your cancellation notice. If you have not provided any allocation instructions, we will allocate your Account Value in the DCA MVA Option(s) on a pro-rata basis to the Sub-accounts to which your Account Value is then allocated, excluding any Sub-accounts to which you are not permitted to electively allocate or transfer Account Value. If your Account Value is not allocated to any Sub-accounts at the time of cancellation, we will allocate your Account Value in the DCA MVA Option(s) to a money market Investment Option. Re-allocations of Account Value in DCA MVA Options, due to your cancellation of participation in the DCA Program, may be subject to an MVA.

PRUCO LIFE INSURANCE COMPANY

[LOGO]

Secretary

P-RID-DCA(5/14)



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

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.

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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 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.

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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 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.

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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 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