
**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
OF NEW JERSEY**

(Exact Name of Registrant as Specified in its Charter)

NEW JERSEY
(State or other jurisdiction of incorporation or organization)

22-2426091
(I.R.S. Employer Identification Number)

**C/O PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY
213 WASHINGTON STREET
NEWARK, NEW JERSEY 07102-2992
(973) 802-5740**

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

**SUN-JIN MOON, ESQ.
PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY
213 WASHINGTON STREET
NEWARK, NEW JERSEY 07102-2992
(973) 802-6000**

(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 OF NEW JERSEY
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. 333-220098, 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	\$39,402,615	\$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 \$39,402,615 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 (333-198427) filed on August 28, 2014. Because a filing fee of \$5,075 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. 333-198427), initially filed August 28, 2014, by Pruco Life Insurance Company of New Jersey. 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 of New Jersey 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 of New Jersey 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. To the extent sales are limited to New York, there would be no premium taxes as New York does not currently have a premium tax.

PRINTING COSTS

Pruco Life Insurance Company of New Jersey 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 of New Jersey.

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.

New Jersey, being the state of organization of Pruco Life Insurance Company of New Jersey ("PLNJ"), permits entities organized under its jurisdiction to indemnify directors and officers with certain limitations. The relevant provisions of New Jersey law permitting indemnification can be found in Section 14A:3-5 of the New Jersey Statutes Annotated. The text of PLNJ's By-law, Article V, which relates to indemnification of officers and directors, is incorporated by reference to Exhibit 1A(6)(c) to Form S-6 filed August 13, 1999 on behalf of the Pruco Life of New Jersey Variable Appreciable Account. 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 of New Jersey. (Note 1)

(4) Discovery Select Variable Annuity Contract (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 OF NEW JERSEY
(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)	Discovery Select Variable Annuity Contract
(5)	Opinion of Counsel as to legality of the securities being registered.
(23)	Written Consent of Independent Registered Public Accounting Firm.
(24)(a)	Power of Attorney for John Chieffo
(24)(b)	Power of Attorney for Lori D. Fouché
(24)(c)	Power of Attorney for Christine Knight
(24)(d)	Power of Attorney for Richard F. Lambert
(24)(e)	Power of Attorney for Kent D. Sluyter
(24)(f)	Power of Attorney for Kenneth Y. Tanji
(24)(g)	Power of Attorney for Arthur W. Wallace

DISTRIBUTION AND PRINCIPAL UNDERWRITING AGREEMENT

THIS AGREEMENT is made this 19th day of November, 2007, by and among the Pruco Life Insurance Company of New Jersey, a New Jersey insurance company, 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 shall continue in force for one year from its effective date and thereafter be automatically renewed every year for a further one-year period until terminated in accordance with the provisions of this paragraph 13. 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. Any such termination is subject to the non-disapproval of the New Jersey Department of Banking and Insurance consistent with N.J.S.A. 17:27A-4a.

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 amendment, assignment or transfer affecting New Jersey are subject to the non-disapproval of the New Jersey Department of Banking and Insurance consistent with N.J.S.A. 17:27A-4a. Additional regulatory approvals may also be required.

15. Arbitration

Any dispute, controversy, claim or counterclaim between the parties relating to or arising out of this Agreement will be settled by using the arbitration facilities, and according to the then prevailing rules and according to the then prevailing rules of, the American Arbitration Association in Newark, New Jersey. Judgment on award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators may grant any remedy or relief that they deem just and equitable and within the scope of the agreement of the parties. A party may obtain provisional or ancillary remedies, such as injunctive relief, the appointment of a receiver, or exercise self-help in each case at any time and without waiving its right to arbitration. The decision of the arbitrators shall be final and binding on the parties.

16. 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.

17. 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.

18. Applicable Law

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

19. 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.

20. 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 OF NEW JERSEY

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

PRUDENTIAL ANNUITIES DISTRIBUTORS INC.

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

SCHEDULE A

LIST OF SEPARATE ACCOUNTS

1. Pruco Life of New Jersey Single Premium Variable Annuity Account
2. Pruco Life of New Jersey Flexible Premium Variable Annuity Account

-----===== PRUCO LIFE INSURANCE COMPANY OF NEW JERSEY
Newark, New Jersey 07102
A STOCK COMPANY SUBSIDIARY OF
The Prudential Insurance Company of America
[PRUDENTIAL LOGO]

ANNUITANT(S) JOHN DOE XXXXXXXX CONTRACT NUMBER
MARY DOE DECEMBER 1, 1996 CONTRACT DATE
ANNUITY DATE DECEMBER 1, 2051

AGENCY R-NK 1
=====

This is an annuity contract. Subject to the provisions of the contract, and in consideration of any purchase payment you make and we accept, we will make annuity payments starting on the Annuity Date we show above.

Please read the contract carefully; it is a legal contract between you and Pruco Life Insurance Company. Expense charges applicable to the contract are shown on a Contract Data page. If you have a question about the contract, or a claim, see one of our representatives or get in touch with one of our offices.

BENEFITS AND VALUES UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THEY ARE SUBJECT TO CHANGE BOTH UP AND DOWN AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. AMOUNTS DIRECTED INTO THE MARKET-VALUE-ADJUSTMENT OPTION(S) MAY BE ADJUSTED UPWARD OR DOWNWARD BY THE APPLICATION OF A MARKET-VALUE-ADJUSTMENT FORMULA. SEE THE MARKET-VALUE ADJUSTMENT (MVA) PROVISION FOR A DESCRIPTION OF THE FORMULA. VALUES ARE AVAILABLE WITHOUT AN ADJUSTMENT DURING THE 30-DAY PERIOD AFTER THE INTEREST CELL'S MATURITY.

10 DAY RIGHT TO CANCEL CONTRACT.--If you return this contract to us not later than 10 days after you receive it, we will return your money in accordance with applicable law and the contract will be canceled. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you.

Signed for Pruco Life Insurance Company
an Arizona Corporation

/s/ SPECIMEN

VARIABLE ANNUITY CONTRACT WITH FLEXIBLE PURCHASE PAYMENTS. ANNUITY PAYMENTS STARTING ON ANNUITY DATE. BENEFIT PAYABLE AS STATED UPON DEATH BEFORE ANNUITY DATE. CONTRACT VALUES REFLECT INVESTMENT RESULTS. MARKET-VALUE-ADJUSTMENT OPTION(S) SUBJECT TO MARKET-VALUE ADJUSTMENTS. ELIGIBLE FOR ANNUAL DIVIDENDS AS STATED UNDER PARTICIPATION.

(VFM--96)--NY

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**CONTRACT NUMBER XXXXXXXXX
CONTRACT DATA**

Annuitant(s)

First Annuitant
JOHN DOE Male 35

Co-Annuitant
MARY DOE Female 35

BASIC CONTRACT INFORMATION

Contract Number XXXXXXXXX
Contract Date DECEMBER 1, 1996
Annuity Date DECEMBER 1, 2051
Beneficiary Class 1 Robert Doe, SON
Class 2 Susan Smith, SISTER

PURCHASE PAYMENTS

The purchase payment paid on the Contract Date is \$10,000.00.

The minimum initial purchase payment is \$10,000.OQ. The minimum subsequent purchase payment is \$1,000.00.

OTHER MINIMUMS

The minimum withdrawal amount is \$500.00.

The Minimum Interest Crediting Rate on the Interest-Rate Investment Option is 3%.

EXPENSE CHARGES

The expense charges deducted from the contract fund (see the Contract Fund provision for a complete description of the fund and how it increases and decreases) are:

CONTRACT DATA CONTINUED ON NEXT PAGE

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CONTRACT NUMBER XXXXXXXX

CONTRACT DATA CONTINUED

Daily Mortality and Expense Risk Charge - the maximum daily charge is .00340349%, which is equivalent to an annual rate of 1.25%.

Daily Administrative Charge - the maximum daily charge is .00041065%, which is equivalent to an annual rate of .15%.

Annual Administrative Charge - the charge is \$30.00. It is deducted on the Contract Anniversary and when a surrender (i.e., full withdrawal) of the contract occurs, if the contract fund at the time is then less than \$50,000.00.

TRANSACTION CHARGE

The transaction charge for each transfer after the first 12 in a contract year is \$25.00. We reserve the right to limit the number of transfers in order to comply with federal, state or local law.

WITHDRAWAL CHARGE

The withdrawal charge (see the Withdrawals provision for a full discussion of how this charge is applied) is a percentage of the amount withdrawn that is subject to the charge, and depends on the Contract Year in which the withdrawal is made.

Year of Withdrawal Withdrawal Charge	
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7	1%
8 and later	0%

CONTRACT DATA CONTINUED ON NEXT PAGE

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CONTRACT NUMBER XXXXXXXXX

CONTRACT DATA CONTINUED

INVESTMENT OPTIONS

INTEREST-RATE INVESTMENT OPTIONS

As of the contract date, two interest-rate investment options are available, a one-year fixed-interest-rate option (the Fixed-Rate option) and a seven year market-value-adjustment option (the MVA option). Interest is credited at declared rates to amounts held in each of these options. For the MVA option, if money is withdrawn prior to the end of the maturity date, there will be a market-value adjustment, which may increase or decrease the value of amounts in that option.

VARIABLE-RATE INVESTMENT OPTIONS

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

VARIABLE INVESTMENT OPTIONS (SUBACCOUNTS) AVAILABLE

THE PRUDENTIAL SERIES FUND

Money Market Portfolio
Diversified Bond Portfolio
Equity Portfolio
Prudential Jennison Portfolio
Global Portfolio
Stock Index Portfolio
High Yield Bond Portfolio
Equity Income Portfolio

T. ROWE PRICE

Equity Income Portfolio
International Stock Portfolio

OPCAP ADVISORS

OCC Accumulation Trust Managed Portfolio OCC Accumulation Trust Small Cap Portfolio

AIM

V.I. Value Fund
V.I. Growth and Income Fund

CONTRACT DATA CONTINUED ON NEXT PAGE

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CONTRACT NUMBER XXXXXXXXX

CONTRACT DATA CONTINUED

JANUS

Aspen Growth Portfolio
Aspen International Growth Portfolio

MFS

Emerging Growth Series
Research Series

WARBURG PIN~US

Post-Venture Capital Portfolio

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

INITIAL ALLOCATION OF INVESTED PREMIUM AMOUNTS

The Prudential Series Fund Global Portfolio 40%
The Prudential Series Fund Equity Portfolio 30%
Janus Aspen Growth Portfolio 10%
One-Year Fixed-Rate Option 10%
Seven-Year MVA Option 10%

For any portion of the purchase payment allocated on the Contract Date to an interest-rate investment option, the interest rates are:

One-Year Fixed-Rate Option 6% Seven-Year MVA Option 8%

END CONTRACT DATA

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ENDORSEMENTS

(Only we can endorse this contract)

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DEFINITIONS

We, Our, and Us.--Pruco Life Insurance Company of New Jersey, a New Jersey corporation, or any affiliated company.

You and Your.--The owner of the contract.

Annuitant(s).--The person or persons named on the first page. If two persons are named, one of the two is named on page 3 as First Annuitant, the other as Co-Annuitant. In that case, the Beneficiary provision of the contract will be based on the death of the last survivor of the persons so named.

Payee.--A beneficiary who has a right to receive a settlement under this contract.

SEC.--The Securities and Exchange Commission.

Contract Date.--The date we receive the initial purchase payment. We show the Contract Date on page 3.

Contract Anniversary.--The same day and month as the Contract Date in each later year.

Contract Year.--A year which starts on the Contract Date or on a Contract Anniversary.

Business Day.--Any day the New York Stock Exchange is open for business.

Annuity Date.--The date our first annuity payment to you is due. We show the Annuity Date on page 3.

PURCHASE PAYMENTS

WHEN PERMITTED

The initial purchase payment must be paid on the Contract Date. Subsequent purchase payments may be made at any time before the Annuity Date. Minimum purchase payment amounts are shown on a Contract Data page; we reserve the right to establish a maximum amount.

INVESTED PURCHASE PAYMENTS

Corresponding to each purchase payment, there is an "invested purchase payment." This is the balance of the purchase payment after we make any applicable deduction for: (1) state and local premium taxes; and (2) any other type of tax (or component thereof) measured by or based upon the amount of the purchase payment we receive.

ALLOCATIONS

You may allocate all or a part of an invested purchase payment to one or more of the investment options described below. The allocation of the initial invested purchase payment is shown on a Contract Data page. You may change the allocation of future invested purchase payments at any time. The change will take effect on the date we receive your request. If, after the initial purchase payment, we receive a purchase payment without allocation instructions, we will allocate the corresponding invested purchase payment in the same proportion as the most recent purchase payment you made (unless that was a purchase payment you directed us to allocate on a one-time-only basis).

We reserve the right to establish minimum percentage and dollar amounts for invested purchase payment allocations.

INTEREST--RATE INVESTMENT OPTIONS

OPTIONS AVAILABLE

As shown on a Contract Data page, two types of interest-rate investment options were available on the Contract Date: fixed-interest-rate option (Fixed-Rate option) and market-value adjustment option (MVA option). We may add other options in the future. Each option may be divided into interest cells (described below).

INTEREST RATES

The annual interest rates applicable to the interest-rate investment options on the Contract Date are shown on a Contract Data page. We will credit interest each day on amounts allocated to any of these options at the daily equivalent of the rate shown for that option. Interest rates for future allocations or transfers to interest-rate investment options will be declared when those allocations or transfers are made. The declared rates will never be less than the Minimum Interest Crediting Rate shown on a Contract Data page.

INTEREST CELL

An interest cell is created whenever you allocate or transfer an amount to an interest-rate investment option. We credit interest to the amount in each interest cell daily at a specific rate declared for that interest cell until the earliest of: the date it is withdrawn; the date it is transferred to another investment option; the maturity date (the date the cell was established plus the number of years it is expected to remain in effect); and the date as of which a death benefit is determined. An interest cell's declared rate is guaranteed for the Fixed-Rate option or if the amount in that cell is held to maturity. Withdrawals and transfers from an MVA interest cell are subject to market-value adjustments, which may increase or decrease the cell's value. Withdrawals may also be subject to a withdrawal charge, which is described in Withdrawals below.

At the maturity date of an interest cell, you may elect to transfer the amount in the cell into any of the investment options available on that date. Once you have made an election and we have received it, it may not be reversed. If you do not make an election to transfer within 30 days following the maturity date, we will transfer the amount in the interest cell on the maturity date to an interest-rate investment option with the same duration to maturity as the maturing interest cell.

Amounts that are transferred into the same interest-rate investment option during the 30-day period will receive the appropriate rate for that option, effective as of the maturity date. Amounts that you withdraw, or transfer into any different investment option, during the 30-day period will receive interest from the maturity date to the date of withdrawal or transfer at the rate that would have applied to those amounts if you had taken no action within the 30-day period.

VARIABLE INVESTMENT OPTIONS

VARIABLE SEPARATE ACCOUNT

"Variable Separate Account" refers to the Pruco Life of New Jersey Flexible Premium Variable Annuity Account, its successors, if any, and any other variable separate accounts we add in the future. We established this account to hold and invest the assets that support this contract and variable annuity contracts like this one. The Variable Separate Account is divided into divisions called "subaccounts," and the subaccounts available to you on the Contract Date are listed on a Contract Data page. We may establish additional subaccounts.

Any income and realized or unrealized gains and losses in a subaccount are credited to or charged against that subaccount. This is without regard to income, gains, or losses in other investment options.

SEPARATE ACCOUNT INVESTMENTS

We may invest the assets of different subaccounts in different ways than are shown on a Contract Data page. We will do so only with the consent of the SEC and, if required, of the insurance regulator where this contract is delivered.

We will always keep assets in the Variable Separate Account with a total value at least equal to the amount credited to all the subaccounts under contracts like this one. That portion of the assets of the Variable Separate Account equal to the reserves and other contract liabilities with respect to the Variable Separate Account shall not be chargeable with liabilities or obligations arising out of any other business we conduct. To the extent that those assets exceed that amount, we may use them in any way we choose.

VARIABLE INVESTMENT OPTIONS

We show the options available on the Contract Date on a Contract Data page. We may offer additional options.

CONTRACT FUND

The term "contract fund" refers to the total of all amounts credited to your contract as of any date as a result of your initial purchase payment and the increases and decreases described below. Note that this is not the same as the "cash value" of the contract, which is described under Withdrawals below.

On the contract date, the contract fund is equal to the initial invested purchase payment. After that, the fund as of any day is determined by starting with the fund at the end of the previous day and adjusting it for items that increase it or decrease it.

Items that increase the contract fund are: invested purchase payments; positive investment results in a variable investment option; interest credited to an interest-rate investment option; and any positive market-value adjustment associated with a transfer or withdrawal.

Items that decrease the contract fund are: withdrawals and the charges associated with them; negative investment results in a variable investment option; mortality and expense risk charges; administration charges; any applicable federal, state, or local taxes charged to the contract; and any negative market-value adjustment associated with a transfer or withdrawal.

Investment results are credited daily. Mortality and expense risk charges are deducted daily. There are two administration charges: one is deducted daily, and one is deducted on the Contract Anniversary and at the time of a surrender. Other charges may be assessed only if the appropriate event occurs. The maximum charges we may deduct are shown on a Contract Data page.

MARKET--VALUE ADJUSTMENT

MARKET-VALUE ADJUSTMENT (MVA)

The market-value adjustment (MVA) is made when a withdrawal or transfer is requested from an MVA option. It is used to calculate the amount available for withdrawal or transfer, and the amount remaining after the withdrawal or transfer. It applies only to the interest cell from which the withdrawal or transfer is made (no market-value adjustment will apply to an interest cell in the event of a withdrawal or transfer within the 30-day period following the cell's maturity).

We determine the amount available for withdrawal from a cell in two steps. We first determine a "market-value factor." This is based on the time remaining to maturity of the interest cell and the difference between the declared interest rate for that cell and a current rate that we establish. We then multiply that interest cell's portion of the contract fund by the sum of 1 plus the market-value factor. The formula for the market-value factor is shown below.

To calculate the interest cell's portion of the contract fund after the withdrawal or transfer, we first subtract the amount withdrawn or transferred (including any charges) from the interest cell's original portion of the contract fund. The remaining amount, divided by the sum of 1 plus the market-value factor, is the interest cell's portion of the contract fund after the withdrawal or transfer.

MARKET-VALUE FACTOR

The market-value factor is determined as: $(M/12) \times (R-C)$, where:

(M) is the number of whole months (not less than one) to the interest cell's maturity date;

(R) is the interest cell's declared interest rate expressed as a decimal; for example, 5 percent = .05; and

(C) is the current rate referred to above, in effect on the date of the withdrawal or transfer, for a period to maturity one year longer than the number of whole years remaining until the interest cell's maturity date as of the date we receive your request. This rate is also expressed as a decimal.

The market-value factor will never be greater than 0.4 or less than minus 0.4.

EFFECT OF MARKET-VALUE ADJUSTMENT

If the current interest rate is higher than the interest cell's declared interest rate, the market-value factor will be negative, and we will reduce the contract fund by more than the sum of the withdrawal and the withdrawal charge. If the current rate is lower, the market-value factor will be positive, and we will reduce the contract fund by less than the sum of the withdrawal and the withdrawal charge.

TRANSFERS

You may transfer amounts into or out of investment options, subject to the following restrictions:

1. We impose a transaction charge, shown on a Contract Data page, if you make more than 12 transfers in a Contract Year. The charge is taken pro-rata from the investment options from which the transfer is made.
2. You may not make a transfer from an interest cell in the Fixed-Rate option, except during the 30-day period following the cell's maturity date, or under a plan for periodic transfers that we make available to all owners of contracts like this one.
3. You may not make a transfer from an investment option to the same investment option.

The transfer will take effect as of the end of the valuation period on the date we receive valid notification from you, if that is a Business Day. Otherwise, it will take effect on the next Business Day. A valuation period is the period of time from one determination of the value of the amount invested in a subaccount to the next such determination. Such determinations are made once each Business Day, generally at 4:15 p.m., New York City time.

Any amount transferred from an MVA cell is subject to a market-value adjustment, unless the transfer is made in the 30-day period following the maturity date of the interest cell. If you do not direct us otherwise, when we transfer money from a Fixed-Rate option or MVA option, we will take the money first from the oldest eligible interest cell in the option.

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WITHDRAWALS

AMOUNT AVAILABLE FOR WITHDRAWAL

You may make a withdrawal at any time prior to the Annuity Date while at least one Annuitant is living (the minimum withdrawal amount is shown on a Contract Data page). The total amount available for withdrawal at any time is the "cash value" of the contract. The cash value is equal to the contract fund, plus or minus the market-value adjustment of all amounts in MVA options, minus the withdrawal charge and the administrative charge that may apply for a surrender of the contract.

WITHDRAWAL CHARGES

A withdrawal charge may apply if you make a withdrawal during the first seven Contract Years. The amount of the charge is a percentage, shown on a Contract Data page, of any amount to be withdrawn in excess of the applicable charge-free amount described below. If you ask for a withdrawal of a specific dollar amount, we will deduct enough from the contract fund to provide the withdrawal charge and provide you the amount you asked for. If you request a percentage withdrawal, unless you direct otherwise, we will apply that withdrawal pro-rata across all investment options. The requested percentage will be applied to each investment option in determining the gross amount withdrawn. In this instance, any applicable withdrawal charge, in addition to the withdrawal, will be applied pro-rata across all investment options. The withdrawal charge will never be greater than that permitted by any applicable law or regulation.

ALLOCATION OF WITHDRAWALS

You may direct that a withdrawal be made from either an interest-rate investment option, a variable investment option, or both. If you direct that some or all of a withdrawal be made from an interest-rate investment option, you may direct that the withdrawal be made from a specific interest cell or cells.

If you do not specify the investment option or options from which the withdrawal is to be made, here is how we will allocate the withdrawal. We will take the withdrawal (and the withdrawal charge) on a pro-rata basis from all investment options. Within the interest-rate investment options, we will take the withdrawal first from the oldest eligible interest cell or cells in those options.

CHARGE-FREE AMOUNTS

Certain amounts (the charge-free amounts) may be withdrawn without incurring a withdrawal charge. The charge-free amount available in any current Contract Year is equal to:

- (a) 10% of any portion of total purchase payments made in the current and all prior Contract Years in excess of total purchase payments withdrawn in prior Contract Years; plus
- (b) any charge-free amount available in the prior Contract Year that has not been withdrawn; plus
- (c) any portion of the withdrawal amount in excess of: the sum of all purchase payments made reduced by the amount of all prior withdrawals.

For purposes of determining withdrawal charges and charge-free amounts, withdrawals are always assumed to come first from purchase payments.

WAIVER OF WITHDRAWAL CHARGES

We will waive all withdrawal charges upon receipt of due proof that a sole or last surviving Annuitant is Terminally Ill, or has been confined to an Eligible Nursing Home or Hospital continuously for at least three months. See the General Provisions for definitions of these terms. This waiver is not available if the contract has been assigned.

BENEFICIARY

You may designate or change a beneficiary to receive any amount due if the sole or last surviving Annuitant dies before the Annuity Date. You may initiate a change to the beneficiary designation by completing a change form, which you can obtain from us or from your representative. We may also ask you to send us the contract. The change will take effect only when we process the request. Then any previous beneficiary's interest will end as of the date of the request, even if no Annuitant is living when we process the request. Any beneficiary's interest is subject to the rights of any assignee we know of.

When a beneficiary is designated, any relationship shown is to the Annuitant (First Annuitant if two Annuitants are named on page 3) unless otherwise specified.

To show priority among beneficiaries, we will use numbered classes, so that the class with first priority is called class 1, the class with next priority is called class 2, and so on. If two Annuitants are named on page 3, the term "Annuitant" refers to the last surviving Annuitant. The following statements apply to beneficiaries unless a Contract Data page, contract endorsement or change request that we have processed specifies otherwise:

1. One who survives the Annuitant will have the right to be paid only if no one in a prior class survives the Annuitant.
2. One who has the right to be paid will be the only one paid if no one else in the same class survives the Annuitant.
3. Two or more in the same class who have the right to be paid will be paid in equal shares.
4. If none survives the Annuitant, we will pay in one sum to the Annuitant's estate.

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

DEATH OF ANNUITANT BEFORE ANNUITY DATE

If a sole or last surviving Annuitant dies before the Annuity Date, then, when we receive due proof of death and any other documentation we need, the beneficiary is entitled to receive a death benefit equal to the greatest of:

- (a) the contract fund (without any market-value adjustment) as of the date we receive due proof of death and any other documentation we need;
- (b) the total invested purchase payments made less the total withdrawals made (including withdrawal charges); and
- (c) The minimum guaranteed death benefit less certain withdrawals described below. On the third Contract Anniversary, we set the minimum guaranteed death benefit equal to the contract fund. On each subsequent triennial Contract Anniversary, the minimum guaranteed death benefit is reset to the greater of: (1) the previous minimum guaranteed death benefit less total withdrawals made in the prior three Contract Years; and (2) the contract fund as of that Contract Anniversary. For death occurring between triennial Contract Anniversaries, we subtract from the minimum guaranteed death benefit any withdrawals made since the latest triennial Contract Anniversary.

DEATH OF ANNUITANT ON OR AFTER ANNUITY DATE

If an Annuitant dies on or after the Annuity Date, the payout provision then in effect will govern whether and to whom we will make any payment.

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PAYOUT PROVISIONS

CHOOSING AN OPTION

You may use the contract fund as of the Annuity Date, plus or minus any market-value adjustment, to provide an income to the Annuitant(s) by choosing one or more of the options we describe below at any time before the Annuity Date. But, for any annuity option, we will first deduct any charge for taxes attributable to premiums, and any applicable withdrawal charges, described below. We offer the same annuity options to the Payee that we offer to an Annuitant. And we determine monthly payments for the Payee in the same way we do for an Annuitant.

Your right to choose an option is subject to all these conditions: (1) You must ask for the option in writing and in a form which meets our needs. (2) You must send the contract to us to be endorsed. (3) If we require it, you must give us due proof of the date of birth of the person on whose life an annuity payment is based. (4) We must have your request, the contract and any required due proof(s) of the date(s) of birth before the Annuity Date.

The option you choose will take effect on the Annuity Date if: (1) the person on whose life the annuity is to be based is living on that date; (2) the first payment under the option will be at least \$20; and (3) you do not void the choice by making a later choice before the Annuity Date.

If two Annuitants are named in the contract and both are living, payment will be based on the life of the First Annuitant, as named on page 3.

OPTIONS DESCRIBED

When we use the word Annuitant in the following paragraphs we mean the Annuitant for whom the annuity described was chosen and who is to receive payment under the annuity.

For an Annuitant, the first payment under these options will be made on the Annuity Date.

For a Payee, unless a later date is requested, the first payment will be made on the first day of the earliest calendar month on or after the day we have received the request for the payout and due proof of the Annuitant's death and such claim forms and other evidence as may be satisfactory to us.

Here are the options we offer. We may also consent to other arrangements.

OPTION 1 (INSTALLMENTS FOR A FIXED PERIOD)

We will make equal payments for up to 25 years. The Option 1 Table shows the minimum amounts we will pay.

OPTION 2 (LIFE INCOME)

We will make monthly payments for as long as the person on whose life the payout is based lives, with payments certain for 120 months. The Option 2 Table shows the minimum amounts we will pay.

OPTION 3 (INTEREST PAYMENT)

We will hold an amount at interest at the rate indicated below. At your choice, we will pay the interest annually, semi-annually, quarterly, or monthly.

OTHER PAYOUT OPTIONS

We may offer other payout options. Contact one of our representatives or one of our offices for information.

WHEN NO OPTION CHOSEN

If no choice takes effect on the Annuity Date, payout under Option 3 (Interest Payment Option) will become effective.

INTEREST RATE

Payments under any of the options will be calculated assuming an effective interest rate of at least 3% a year. We may include more interest.

WITHDRAWAL CHARGES

If you choose Option 1 or Option 3, we will apply a withdrawal charge in the same way as we would if you had made a withdrawal (see Withdrawals). Any amount used to provide income under Option 2 will be paid without charge. If you choose any other method of payment not described in this contract, we will tell you if it is subject to a withdrawal charge.

ANNUITY SETTLEMENT TABLES

AMOUNTS PAYABLE

For Options 1 and 2, we will use the table below to compute the minimum amount of the annuity payment.

In the Annuity Dates is not a Contract Anniversary, we will adjust the amounts accordingly.

When we computed the amounts we show in the Option 2 Table, we adjusted the 1983 Table (a) to an age last birthday basis, less three years; we used an interest rate of 3-1/2% per year. If the age is over 80, the rate for age 80 will be used.

OPTION 1 TABLE **MINIMUM AMOUNT OF** **MONTHLY PAYMENT FOR** **EACH \$1,000, THE FIRST** **PAYABLE IMMEDIATELY**

Number Monthly of Years Payment	
1	\$84.65
2	43.05
3	29.19
4	22.27
5	18.12
6	15.35
7	13.38
8	11.90
9	10.75
10	9.83
11	9.09
12	8.46
13	7.94
14	7.49
15	7.10
16	6.76
17	6.47
18	6.20
19	5.97
20	5.75
21	5.56
22	5.39
23	5.24
24	5.09
25	4.96

Multiply the monthly amount by 2.989 for quarterly, 5.952 for semi-annual or 11.804 for annual.

OPTION 2 TABLE

Amount of Annuity Payment for each \$1,000 applied on the Annuity Date

Age Male Female Age Male Female

41 \$3.88 \$3.67 61 \$5.25 \$4.79
42 3.92 3.70 62 5.36 4.89
43 3.97 3.74 63 5.48 4.98
44 4.01 3.78 64 5.60 5.09
45 4.06 3.82 65 5.73 5.20
46 4.12 3.86 66 5.87 5.31
47 4.17 3.90 67 6.01 5.43
48 4.23 3.94 68 6.15 5.56
49 4.28 3.99 69 6.30 5.70
50 4.35 4.04 70 6.46 5.84
51 4.41 4.09 71 6.62 5.99
52 4.48 4.15 72 6.79 6.15
53 4.55 4.21 73 6.96 6.31
54 4.62 4.27 74 7.13 6.49
55 4.70 4.33 75 7.30 6.67
56 4.78 4.40 76 7.48 6.85
57 4.86 4.47 77 7.66 7.04
58 4.95 4.54 78 7.83 7.24
59 5.05 4.62 79 8.00 7.44
60 5.15 4.71 80 8.17 7.64

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GENERAL PROVISIONS

QUARTERLY REPORT

We will send you a report four times each calendar year until the Annuity Date. It will show the contract fund, the cash value, the death benefit as of the report date, the guaranteed minimum death benefit as of the report date, interest and any other credits applied during the period covered by the report, and charges and withdrawals during the period covered by the report. The report will include any other data that may be required where this contract is delivered. You may ask for a report like this at any time. But, except for the four reports we send you during the year, we have the right to charge a fee for each report. If you have chosen the MVA option, we shall also notify you 15 to 45 days before the maturity of your interest cell of your rights to withdraw funds without adjustment.

THE CONTRACT

This document forms the whole contract.

CONTRACT MODIFICATIONS

Only one of our officers with the rank or title of vice president or above may agree to modify this contract, and then only in writing.

CHANGE OF ANNUITY DATE

You may change your Annuity Date if we consent. Any such change will be subject to conditions that we then determine. The maximum annuity age is age 90.

OWNERSHIP AND CONTROL

Unless we endorse this contract to say otherwise: (1) the Annuitant (the First Annuitant, if two are named) is the owner of the contract; (2) while any Annuitant is living the owner alone is entitled to any contract benefit and value, and the exercise of any right or privilege granted by the contract or by us; (3) if two Annuitants are named and the First Annuitant dies while the Co-Annuitant is living, the Co-Annuitant will become the owner; and (4) if there is no Co-Annuitant and no contingent owner has been named, on the death of the owner, the beneficiary becomes the owner for purposes of Section 72(s) of the Internal Revenue Code of 1986, as amended, or any successor provision.

CURRENCY

Any money we pay, or which is paid to us, must be in United States currency.

MISSTATEMENT OF AGE

If any Annuitant's stated sex or date of birth or both are not correct, we will change each benefit and the amount of each annuity payment to that which the total purchase payment amounts would have bought for the correct sex and date of birth. Also, we will adjust the amount of any payments we have already made. Here is how we will do it: (1) We will deduct any overpayments, with interest at 5% a year, from any payment(s) due then or later. (2) We will add any underpayments, with interest at 5% a year, to the next payment we make after we receive proof of the correct sex and date of birth.

INCONTESTABILITY

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

PROOF OF LIFE OR DEATH

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

ASSIGNMENT

We are under no obligation to comply with or honor an assignment unless we receive it, or a copy of it. We are not obliged to see that an assignment is valid or sufficient. If any Annuitant is living on the Annuity Date and an assignment is in effect on that date, we have the right to pay the cash value in one sum to the assignee.

This contract may not be assigned to a tax-qualified retirement plan or program without our approval.

DEFERRING PAYMENT

We will usually pay any death benefit or withdrawal promptly. If the death benefit or withdrawal is to be paid from a variable investment option, we have the right to defer that payment for any period during which the New York Stock Exchange is closed for trading (except for normal holiday closing) or when the Securities and Exchange Commission has determined that a state of emergency exists which may make payment of the death benefit or withdrawal impractical. We reserve the right to defer payment of amounts from the interest-rate investment options for up to 6 months.

CHANGES

We reserve the right, upon 90 days notice to you to:

1. restrict or refuse to accept any purchase payment;
2. establish minimum percentage and dollar amounts for invested purchase payment allocations;
3. change any or all terms and provisions of the Annuity Settlement Tables, but only with respect to any portion of an annuity settlement deriving from purchase payments made on or after the effective date of the change and from earnings on those purchase payments; and

PARTICIPATION (DIVIDENDS)

4. make any changes required by law.

This contract is eligible to participate in our divisible surplus. We do not expect that any dividends will be payable on or before the Annuity Date. While any payout provision or arrangement is in effect, the contract will share in our surplus to the extent and in the way we decide.

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TERMINALLY III

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

ELIGIBLE NURSING HOME

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

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

Institutions that primarily provide residential facilities are not eligible nursing homes.

ELIGIBLE HOSPITAL

An institution that meets either of the following requirements:

1. It is accredited as a hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organizations; or
2. It is legally operated, has 24-hour a day supervision by a staff of doctors, has 24-hour a day nursing service by registered graduate nurses, and either:
 - (a) It mainly provides general inpatient medical care and treatment of sick and injured persons by the use of medical, diagnostic and major surgical facilities. All such facilities are located in it or are under its control; or
 - (b) It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including x-ray and laboratory). All such facilities are located in it, are under its control, or are available to it under a written agreement with a hospital (as defined above) or with a specialized provider of these facilities.

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

VARIABLE ANNUITY CONTRACT WITH FLEXIBLE PURCHASE PAYMENTS. ANNUITY PAYMENTS STARTING ON ANNUITY DATE. BENEFIT PAYABLE AS STATED UPON DEATH BEFORE ANNUITY DATE. CONTRACT VALUES REFLECT INVESTMENT RESULTS. MARKET-VALUE-ADJUSTMENT OPTION SUBJECT TO MARKET-VALUE ADJUSTMENTS. ELIGIBLE FOR ANNUAL DIVIDENDS AS STATED UNDER PARTICIPATION.



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 of New Jersey
213 Washington Street
Newark, NJ 07102

RE: Pruco Life Insurance Company of New Jersey ("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 of New Jersey Modified Guaranteed Annuity Account (the "Account") by the Board of Directors of Pruco Life Insurance Company of New Jersey ("Pruco Life of New Jersey") as a non-unitized separate account for assets applicable to certain market value adjustment annuity contracts, pursuant to the provisions of Section 17B:28-7 of the New Jersey 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 of New Jersey 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 of New Jersey was duly organized under the laws of New Jersey 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 New Jersey law, and (3) the market value adjustment annuity contracts are legal and binding obligations of Pruco Life of New Jersey 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 of New Jersey'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.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 24th day of July, 2017.

/s/Richard F. Lambert

Richard F. Lambert

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 27th day of July, 2017.

/s/Kent D. Sluyter
Kent D. Sluyter

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 24th day of July, 2017.

/s/Kenneth Y. Tanji
Kenneth Y. Tanji

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below, being a director or officer of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey, does hereby make, constitute and appoint Lynn K. Stone, Douglas S. Morrin, Michael A. Pignatella, Douglas E. Scully, Kristin M. Gemski, and Richard H. Kirk, and each of them severally, as his true and lawful attorney-in-fact and agent with all power and authority on his behalf to sign his name, in any and all capacities, on Form S-3 registration statements of Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey pertaining to, but not limited to, Prudential Premier Retirement Variable Annuity X Series, Prudential Premier Retirement Variable Annuity B Series, Prudential Premier Retirement Variable Annuity L Series, Prudential Premier Retirement Variable Annuity C Series, Prudential Premier Advisor Variable Annuity Series, Prudential Premier Retirement Variable Annuity, Prudential Premier Investment Variable Annuity B Series, Prudential Premier Investment Variable Annuity C Series, Strategic Partners Horizon, Strategic Partners Annuity One 3, Strategic Partners Plus 3, Strategic Partners FlexElite, Discovery Select, Discovery Preferred, and Strategic Partners Select.

This grant of authority extends to any and all amendments to such registration statements, and also grants such attorneys-in-fact full power to appoint a substitute or substitutes to act hereunder with the same power and authority as said agent and attorney-in-fact would have if personally acting.

The undersigned does hereby ratify and confirm all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

The undersigned has subscribed hereunder this 31st day of July, 2017.

/s/Arthur W. Wallace
Arthur W. Wallace