



Annuities are issued by Prudential Annuities Life Assurance Corporation ("PALAC"), a Prudential Financial, Inc. company, which is solely responsible for its own financial condition and contractual obligations. The Rock Prudential Logo is a registered service mark of The Prudential Insurance Company of America and its affiliates.

Instructions

Please follow these steps.

1. Complete sections 1 through 6, and 8. Read section 7.
2. Sign and date the Arbitration Agreement and retain a copy for your records.
3. Please complete the tax certification on page 6 for existing annuity contracts.
4. All information must be typed or printed in blue or black ink.
5. A separate request form must be submitted for each annuity contract.

You may contact us at (800) 628-6039, extension 21414; or www.prudentialannuities.com

On these pages, *I*, *me*, and *my* refers to all signatories to the agreement.

1. Annuity and Advisory Information

Contract number

Application date (for new annuity products) (*month/day/year*) _____

Name of owner (*first, middle initial, last name*) _____

Name of co-owner (*if applicable*) _____

Name of Investment Advisor Representative _____

Firm name _____

Firm address _____

City _____ State _____ ZIP code _____

Phone number (_____) _____ Fax number (_____) _____

E-mail address (*if available*) _____

2. Transfer Authorization

I, the undersigned Annuity Owner, hereby authorize Prudential Life Assurance Corp ("Prudential") to (a) release account information to Investment Advisor named above ("Advisor") and (b) comply with transfer instructions that may be communicated to Prudential through electronic (including the use of IANet), written, telephone, facsimile or by other acceptable means at Prudential's sole discretion ("Transfer Requests") by the Advisor with respect to the Annuity. This Authorization will remain in effect until the earlier of (1) the termination of this Authorization by either the owner(s), Advisor or Prudential or (2) the total distribution of the Annuity or (3) notification of a death claim. I acknowledge that termination of this Authorization will only be effective when notice is received by Prudential in writing at one of the addresses indicated on the bottom of page four of this form. I acknowledge and accept by entering into this agreement that Prudential's Electronic Services, as defined herein, including IANet is provided "as-is" without warranty of any kind. "Prudential's Electronic Services" means any and all electronic services provided by Prudential, including IANet which is used by Advisors to conduct Transfer Requests for Annuity Owners. The definition of "Prudential's Electronic Services" EXPRESSLY DOES NOT INCLUDE any internal or external servers, hardware, software, electronics or other electronic components related thereto, originating with, acquired, owned, leased, rented or otherwise used by the Advisor, its employees or agents, (except for Prudential's Electronic Services), or any services provided by or through the Advisor's internal or external server(s) or internet service provider. IANet allows the investment advisor to process list maintenance, and interfund trades. Prudential DOES NOT MAKE ANY, AND DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO PRUDENTIAL'S ELECTRONIC SERVICES, INCLUDING IANET AND SERVICE ON-LINE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. No oral or written information or advice given by any representative of Prudential shall create a warranty, in any way increase, or modify the scope of this warranty. I acknowledge and accept that access to Prudential's Electronic Services, including,

(continued)

2. Transfer Authorization *(continued)*

but not limited to, Service On-Line, and IANet may be interrupted, delayed, limited or unavailable at any time, including without limitation, during peak demand periods, market volatility, systems upgrades, maintenance, or for other reasons. Neither Prudential, its employees nor agents warrant that Prudential's Electronic Services, including, but not limited to Service On-Line and IANet, will meet my or my Advisor's requirements or that use of and/or access to Prudential's Electronic Services including Service On-Line, will be uninterrupted or error free. IF SERVICE ON-LINE AND/OR IANET IS UNAVAILABLE OR DELAYED AT ANY TIME, PRUDENTIAL MAY PROVIDE AN ALTERNATE MEANS VIA FACSIMILE OR OTHER MEANS TO BE DETERMINED BY PRUDENTIAL AT ITS SOLE DISCRETION TO PLACE TRANSACTION REQUESTS. PRUDENTIAL WILL NOT BE LIABLE AND/OR RESPONSIBLE FOR ANY TRANSACTION REQUESTS THAT ARE UNABLE TO BE COMMUNICATED TO PRUDENTIAL OR THAT ARE UNABLE TO BE SUCCESSFULLY PROCESSED BY PRUDENTIAL DUE TO INTERRUPTION, DELAY, LIMITATIONS OR UNAVAILABILITY OF THE PRUDENTIAL'S ELECTRONIC SERVICES OR ANY ALTERNATIVE MEANS MADE AVAILABLE TO YOU OR YOUR ADVISOR FOR COMMUNICATING TRANSFER REQUESTS.

- I authorize Prudential to comply with all transfer requests by the Advisor as described above to the extent that Prudential permits such transfer requests to continue to be made. Notwithstanding this authorization, I understand that I may also make transfers under the Annuity as described in the Annuity.

3. Important Information About the Third Party Investment Advisor Arrangement

Even though the annuity owner's Investment Advisor is taking advantage of Prudential's IANet service and Service On Line in connection with providing investment advice, the annuity owner and not Prudential has hired the Investment Advisor. As such, I, the annuity owner(s), acknowledge that:

1. The Advisor that I have engaged is not acting on behalf of Prudential but is acting on my behalf. Prudential is not responsible for any investment models or asset allocation programs my Advisor decides to follow or specific transfers my Advisor makes on my behalf.
2. Any fee that my Advisor charges is in addition to the fees and expenses that apply under the annuity contract. My Advisor has provided me/us with a detailed description of the fees that he/she charges for providing the investment advisory service and has provided me with complete information as to how this fee will be deducted from my annuity contract.
3. My Advisor has informed me of whether or not he/she is also getting compensation in connection with the sale of the annuity contract.
4. The Investment Professional that sold me the annuity informed me of whether or not he/she is also getting compensation in connection with the sale of the advisory services and/or acting as an Investment Advisor Representative.
5. I understand that because I have elected to retain the services of an Advisor, I am eligible to purchase a lower charge annuity named Choice 2000[®]. I understand that my cost would decrease but this may not be the case if I am required to surrender a Prudential annuity, because there may be costs associated with surrendering the annuity. I understand that this lower cost annuity has substantial similarities to other annuities issued by Prudential and I have discussed the various benefits and options with my Investment Professional.

Please initial here to acknowledge that you have read this section _____

4. Fee Payment Authorization *(Check below to authorize fee payment from annuity contract value.)*

I hereby authorize Prudential to comply with Advisor's requests to liquidate a given percentage or dollar amounts in the annuity to pay advisory fees ("Fees") under an advisory service agreement executed by me through IA Net or otherwise. I acknowledge and understand that this authorization will permit Prudential to liquidate a larger percentage or dollar amount than the amount required to pay the Fees since partial surrenders to pay such fees may result in the imposition of surrender charges. Any withdrawal from the annuity to pay the investment advisory fee may result in adverse tax consequences and/or a reduction in guaranteed benefits, and/or a market value adjustment. In addition any withdrawal from my annuity to pay investment advisory fees will generally also reduce the level of various living benefit and death benefit guarantees provided under the Annuity. I expressly acknowledge Prudential has no responsibility or liability to determine that instructions received from the Advisor are in compliance with such agreement or to inquire into the amount of the annuity value withdrawn. The fees will be deducted pro-rata from the funds in variable sub-accounts of the Annuity.

If the Annuity is issued as a 401 funding vehicles, 403(b) custodial account, SEP/IRA account or IRA custodial account, I declare that the Fees shall be paid solely from the sub-accounts of the Annuity and that I have executed an agreement with the Advisor and Custodian which so states.

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4. Fee Payment Authorization *(continued)*

If the annuity is issued as an IRA, SEP/IRA, or 403(b) Annuity, the Owner(s)/Participant(s) and the Advisor agree that under no circumstances shall the Owner(s)/Participant(s) or Prudential be held liable for payment of the Fee. If the annuity's account value is insufficient to pay the Fee or if the Fee should fail to be paid for any reason whatsoever, the Advisor shall have no right to collect the Fee from either the Owner(s)/Participant(s) or Prudential. Prudential will not report advisory fee liquidations from IRA, SEP/IRA, and 403(b) annuities to the Internal Revenue Service, but reserves the right to change this tax reporting position at any time upon written notice to the Owner(s)/Participant(s) and Advisor. Such a change will not alter future payments authorized under this form.

For Partial Exchange of Assets: The IRS has provided limited guidance on the tax consequences of a partial transfer of an existing annuity contract into a new or existing annuity contract. In Revenue Ruling 2002-75, the IRS approved a tax-free exchange of an entire annuity contract into an existing annuity contract. In Revenue Ruling 2003-76, the IRS approved a tax-free exchange of a portion of an annuity contract and indicated that basis in the two contracts should be allocated pro-rata based on the cash value transferred to the new contract.

Internal Revenue Procedure 2008-24 applies to the direct transfer of a portion of the cash surrender value of an existing annuity contract for another annuity contract, regardless of whether the annuity contracts are issued by the same or different companies.

Revenue Procedure 2008-24 provides that a partial direct transfer as described above will be treated as a tax-free §1035 exchange if either:

1. No distributions are made from either of the two contracts for 12 months following the date of the transfer; or
2. If there is a distribution during the 12-month period, the individual receiving the distribution can show that one of the following conditions occurred between the date of the transfer and the date of the distribution:
 - The individual attained age 59½, died or became disabled (as defined under section 72(m)(7)).
 - The distribution is allocable to investment in the contract before August 14, 1982.
 - Any similar life event (such as divorce or loss of employment).

Partial direct transfers that do not meet the requirements above are treated as a taxable distribution (under section 72(e)), followed by a payment for the second contract.

I authorize the fee payments described above.

5. Tax Withholding and Election *(For non-qualified annuity contracts only.)*

Tax withholding election. I understand that liquidation of contract units to pay Fees for non-qualified Annuities are considered to be constructive income to the extent of any gain distributed and therefore may be subject to income tax withholding and an IRS early distribution penalty.

These distributions are not considered taxable from IRA, Roth IRA, 401(a) or 403(b) contracts.

The taxable portion of the withdrawal that you receive will be subject to federal income tax withholding and state income tax withholding, where applicable, unless you elect not to have withholding apply. The taxable portion of your withdrawal will normally be subject to federal income tax withholding at a rate of 10 percent. Your withdrawal will also be subject to state income tax withholding in certain states.

Please note that if you are a U.S. citizen, and your address of record is a non-U.S. address, we are required to withhold income tax unless you provide us with a U.S. residential address. If applicable, please include your U.S. residential address with this form.

By signing and dating this form and making no entries in this section, you can elect not to have any taxes (federal or state) withheld, but you will still be liable for payment of any taxes due. Please check the appropriate boxes if you want to have federal and/or state income tax withheld.

Withhold 10 percent **federal** income taxes on the taxable portion of my distributions.
(If you want to have more than 10 percent withheld, please indicate in the box below.)

Percent _____% *(minimum 10 percent)*

If you want to have **state** income taxes withheld from the taxable portion of your withdrawal, please complete the appropriate box(es) below. Please be advised that if your resident state requires mandatory withholding, we will withhold the default amount your state requires if you elect no withholding.

Withhold **state** income taxes on the taxable portion of my withdrawal based on the following criteria:

Percent _____%



Please keep a copy of this agreement for your records.

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- 1. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- 2. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- 3. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- 4. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.**
- 5. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- 6. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- 7. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

I agree that all controversies that may arise between us and/or the investment advisor concerning any trade, order or transaction, or the continuation, performance or breach of this or any other agreement between us, whether entered into before, on, or after the date this investment advisor declaration form is executed, shall be finally and exclusively determined by arbitration before a panel of independent arbitrators under the rules of arbitration of the American arbitration association then in effect. I understand that the arbitration will be held in Fairfield County, Connecticut before three arbitrators who have no present or former affiliation with any party to this agreement and who are knowledgeable about variable annuities and investment advisory and/or allocation services. I acknowledge that each party will choose one arbitrator, and the two arbitrators so chosen will choose a third who will chair the proceedings. I agree that any decision rendered by the arbitrators will be binding, final and conclusive upon the parties and that the controversies submitted to arbitration will for all purposes be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the state of Connecticut without regard to conflict of laws or choice of law principles. I acknowledge that the prevailing party in arbitration will be entitled to recover from the other party all reasonable attorneys' fees incurred in connection therewith. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

I further acknowledge that if any portion or provision of this Arbitration Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court, then the remainder of this Arbitration Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Arbitration Agreement shall be valid and enforceable to the fullest extent permitted by law.

X _____ month / day / year
Owner's signature and date

X _____ month / day / year
Owner's signature and date

