

The Prudential Insurance Company of America
Home Office:
Prudential Plaza, Newark, New Jersey 07102-
3777

In consideration of the receipt of the Purchase Payment, we issue this Annuity Certificate to the Certificate Holder named below, effective on the Certificate Date, subject to the terms of the Contract.

| | |
|---------------------|---|
| Certificate Holder: | Prudential Assigned Settlement Services Corporation |
| Certificate No.: | SSA00000XXXX |
| Certificate Date: | June 1, 2006 |
| Payee: | Prudential Assigned Settlement Services Corporation |
| Annuity Payments: | See Payment Schedule |

This Certificate describes the Annuity Payments guaranteed under the Contract. Annuity Payment Dates and amounts of the Annuity Payments are shown in the Payment Schedule. Please read this Certificate carefully. If there is a question, contact us at the Designated Office for Communications.

Right to Cancel: The Certificate Holder may cancel this Certificate within ten days after the date it receives it by giving notice in writing and by mailing the Certificate to the Designated Office for Communications. This notice must be postmarked on or before the tenth day after you receive the Certificate. The Certificate will be canceled as of the Certificate Date and the Purchase Payment will be refunded, in accordance with applicable state law.

SPECIMEN

SINGLE PREMIUM STRUCTURED SETTLEMENT ANNUITY CERTIFICATE – NON-PARTICIPATING

This Certificate does not provide for any lump sum death benefit protected by nonforfeiture law, or any cash surrender value, or any way to convert life contingent payments into a paid-up annuity. Prudential will make Annuity Payments to the person(s) or entity(ies), in the amount(s), and on the date(s) specified under the terms of this Certificate.

DEFINITIONS

We define below some of the terms used in this Certificate.

- **Annuity Payments:** Annuity payments to be made under this Certificate, in the amounts shown on the Payment Schedule(s).
- **Certificate Holder:** The "Certificate Holder" is the party identified on the first page of this Certificate, unless we have endorsed this Certificate to show otherwise. The Certificate Holder has certain rights and duties under this Certificate.
- **Contract:** Group Annuity Contract Number GA-40059.
- **Designated Office for Communications:** The following address, or any other office we may specify in writing:
Prudential Financial
2101 Welsh Road
Dresher, Pennsylvania 19025-5001
- **Payee:** The entity identified as "Payee" on the first page of this Certificate.
- **Payment Date:** The date each Annuity Payment stated in the Payment Schedule is due.
- **Payment Schedule:** The schedule(s) attached and made part of this Certificate showing Annuity Payments and Payment Dates.
- **Purchase Payment:** Amount agreed to be paid to us in connection with this Certificate. The Purchase Payment is the amount that, when improved with interest and/or mortality and morbidity contingencies, is sufficient to provide the Annuity Payments.
- **We, our, and us:** The Prudential Insurance Company of America ("Prudential").
- **You and yours:** The Certificate Holder of this Certificate.

GENERAL PROVISIONS

Assignment of Certificate: This Certificate may not be assigned by the Certificate Holder without our consent. The Certificate Holder shall have sole and exclusive ownership rights in this Certificate. No other person shall have any right to anticipate, sell or absolutely assign (by any means, regardless of form) payments under this Certificate and any attempted assignment will be void at the outset.

Certificate Errors: Please review this Certificate carefully and notify us promptly if you feel any information is incorrect. We are not bound by any incorrect information in this Certificate. We may issue a corrected Certificate in the same manner the original Certificate was issued, but we will clearly indicate on the face of the new Certificate that it is a "CORRECTED AND REISSUED" Certificate (or other words to that effect).

Certificate Overview: This Certificate, including all its provisions and any attachments, endorsements, and schedules, forms the entire Certificate. This Certificate takes effect on the Certificate Date as shown on the first page only if the Purchase Payment has been made to us. If the Purchase Payment is not made to us, this Certificate will be void at the outset. We will own the Purchase Payment at the earlier of either the First Annuity Payment Date or the date on which we issue the Certificate for delivery.

Communications: Any communication contemplated by this Certificate is subject to this provision. Unless we otherwise consent in writing, Beneficiary designations and revocations, and other notices, instructions, or consents related to this Certificate, must be (i) in writing, (ii) in form and content acceptable to us in our reasonable opinion, and (iii) delivered to our Designated Office for Communications.

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

Minimum Benefits: The commuted value of payments or lump sum death benefit, if so provided under this Certificate, is not protected by non-forfeiture law and may be less than the benefit that would be payable if such law applied. Otherwise, all benefits provided under this Certificate are not less than the minimum benefits required in the state of New Jersey

GENERAL PROVISIONS
(Continued)

No Surrender and No Loan: You may neither surrender this Certificate to us for cash nor borrow from us on this Certificate.

Non-participation of Certificate: This Certificate is not eligible for dividends.

Ownership and Control: The Certificate Holder is entitled to any Certificate benefit and the exercise of any right or privilege granted by or related to the Certificate.

As a convenience to the Certificate Holder, the Certificate Holder may instruct us to make Annuity Payments directly to (i) a corresponding person entitled to periodic payments under a Settlement, (ii) such person's guardian, (iii) a beneficiary entitled to payments following such person's death ("Beneficiary"), or (iv) a person named in a "Qualified Order" under section 5891(b)(2) of the Code that otherwise complies with applicable state law. The Certificate Holder may instruct us to accept Beneficiary designations and revocations from such person without further authorization. If no Beneficiary is designated, remaining payments due to such person will be made to his or her estate.

All Beneficiary designations may be revoked by the designating party. Beneficiary designations and revocations must be made by notice. This notice must be in form and content acceptable to us in our reasonable opinion. We may refuse to put into effect Beneficiary designations and revocations that do not comply with applicable law or any court order that has been provided to us at our Designated Office for Communications.

Proof of Status as to Life, Death, Legal Capacity, and Legal Authority: We have the right to require proof satisfactory to us of the life or death of any person whose life or death is a factor determining whether and/or to whom we are obligated to make payment. We also have the right to require proof satisfactory to us of the legal capacity and/or the legal authority of any person (e.g., Payee, guardian, representative, power-of-attorney, estate administrator, etc.) claiming any right to payment under this Certificate or altering any right of payment. We may delay or otherwise withhold any payment, without interest, until we have received such proof or proofs of status, specified in this provision, that we may request.

END

PAYMENT SCHEDULE

CERTIFICATE NO.: SSA00000XXXX

- All payments under this Certificate are payable to the Payee. But pursuant to the Ownership and Control provisions, the Certificate Holder has instructed us to make payments under this Certificate directly to the person(s) named below.

| | | |
|-------------|------------|----------------------|
| <u>Name</u> | <u>Sex</u> | <u>Date of Birth</u> |
| John Doe | Male | January 1, 2000 |

All payments under this Certificate are subject to the Certificate Holder's right to direct payments as we describe in the Ownership and Control provision of this Certificate.

- We will make Guaranteed Period Certain Annuity Payments under this Contract as follows:

| <u>Periodic Amount</u> | <u>First Payment Date</u> | <u>Last Guaranteed Payment Date</u> | <u>Periodic Date</u> | <u>Guarantee Period</u> |
|------------------------|---------------------------|-------------------------------------|------------------------|-------------------------|
| \$50,000.00 | January 1, 2018 | January 22, 2022 | January 1 of each year | 5 years |

Starting on the First Payment Date, we will pay the Periodic Amount on each Periodic Date. Payments end with the last Periodic Amount due on the Last Guaranteed Payment Date.

- If the person named above in this Payment Schedule dies before all of the Guaranteed Payments become due, we will make the rest of them on their due dates to the designated Beneficiary(ies).

End of Provision