

**PRUDENTIAL CASH BALANCE PENSION PLAN
Beneficiary Designation Form**

PLEASE RETAIN A COPY FOR YOUR RECORDS

Cash Balance Formula

If you are married and designate someone other than your spouse as your primary beneficiary or you designate your spouse as your primary beneficiary with a designated percentage less than 100%, you must also complete and submit Section 3 - Spousal Consent.

Section 1 – Beneficiary Designation

I designate the following as my beneficiary(ies) for my survivor death benefit for the Cash Balance Formula pension benefit under The Prudential Merged Retirement Plan. I understand that my survivor death benefit will be proportionately distributed to the named primary beneficiary(ies) alive at the time of my death. If none are alive, the survivor death benefit will be paid to my designated secondary beneficiary(ies). If no secondary beneficiary(ies) are alive at the time of my death, the survivor death benefit will be paid to my estate.

Please print or type your beneficiaries' information below:

PRIMARY BENEFICIARY'S(IES') NAME AND ADDRESS	DATE OF BIRTH	RELATIONSHIP	SOCIAL SECURITY #	DESIGNATED PERCENTAGE

In the event of my death and all of my primary beneficiary(ies') deaths, I designate the following person(s) to share in my survivor death benefit.

Please print or type your beneficiaries' information below:

SECONDARY BENEFICIARY'S(IES') NAME AND ADDRESS	DATE OF BIRTH	RELATIONSHIP	SOCIAL SECURITY #	DESIGNATED PERCENTAGE

Percentages for primary and secondary beneficiary(ies) must each equal 100% and must be in whole numbers. If you do not designate a distribution percentage, your survivor death benefit will be paid equally to your beneficiary(ies).

IMPORTANT: If you are married, you are unable to designate anyone other than your spouse as your beneficiary until the year in which you turn age 35. Therefore, if you are married, under the age of 35, and designate a beneficiary other than your spouse, your beneficiary designation will not be valid. A beneficiary designation form can be completed on January 1st of the year in which you turn age 35 if you wish to designate a beneficiary other than your spouse.

Please Note: If you wish to designate a trust as your beneficiary, use the term "My Living Trust" if you want to designate your living trust or use the term "My Testamentary Trust" to designate the trust in your last will and testament. Either of these terms can be used in the Primary and/or Secondary Beneficiary sections. For either of the above trust beneficiary designations to take effect, you must complete, sign, and return the attached "Trust Certification Form." When you designate a trust as your beneficiary, if there are any changes to the information on the "Trust Certification Form", you must complete a new Beneficiary Designation and Trust Certification Form.

Section 2 – Your Authorization

I have read the attached "Instructions and Rules for Beneficiary Designations" and authorize Prudential to process this beneficiary designation in accordance with my instructions as indicated in this form. I understand that the beneficiary designation that I have indicated in this form supersedes any previous beneficiary designation made for the Retirement Plan and to the extent permissible under applicable law, will remain in effect until I change my beneficiary designation in accordance with the terms of the Retirement Plan.

Your Signature: _____ **Date:** _____

Your Social Security Number: _____

Section 3 – Spousal Consent

Your Spouse Must Complete This Section If You Designated Anyone Other Than Your Spouse As Your Primary Beneficiary In Section 1.

I am the spouse of the Participant, and have read the attached "Instructions and Rules for Beneficiary Designations" including the section regarding the spousal death benefit provided under the Retirement Plan. I understand the terms of the survivor death benefit to which I am entitled under the Retirement Plan and realize I am waiving some or all of my rights to the survivor death benefit under the Retirement Plan. I also understand that as a result of my spouse's beneficiary designation as indicated on Section 1 of this form, I am not the sole Primary Beneficiary to my spouse's Accrued Benefit as a survivor death benefit under the Retirement Plan and that all or part of my spouse's Accrued Benefit that becomes payable as a survivor death benefit under the Retirement Plan will be paid to beneficiary(ies), other than myself, in accordance with my spouse's beneficiary designation as indicated on Section 1 of this form. I agree to release and discharge the Retirement Plan trustee, Retirement Plan Administrator, and Prudential from liability for acting pursuant to this consent and realize that my consent is irrevocable. I understand that the designated beneficiary(ies) cannot subsequently be changed, unless I agree to the change by signing a new Beneficiary Designation Form for the Cash Balance Formula.

Spouse's Name: _____ Spouse's Address: _____
Social Security Number: _____

Spouse's signature must be witnessed by a Notary Public:

Spouse's Signature: _____ **Date:** _____

To be completed by a Notary Public:

State of, _____ County of, _____

On this, _____ day of, _____
Month Year

The same person whose name is signed as spouse above personally appeared before me and signed this form in my presence and acknowledged that the form was signed voluntarily.

Notary Public _____ My commission expires on, _____

[SEAL]

**PRUDENTIAL CASH BALANCE PLAN
PLEASE RETAIN FOR YOUR RECORDS**

Spousal Death Benefit

Federal law provides certain rights and death benefits to spouses of participants in qualified retirement plans, like the Prudential Cash Balance Pension Plan Document (the "Cash Balance Formula"), a component of The Prudential Merged Retirement Plan (the "Retirement Plan"). The following describes the spousal death benefit your spouse is entitled to under the Retirement Plan and your spouse's rights with regard to this spousal death benefit.

If you are married and die before you begin to receive pension benefits under the Retirement Plan, your surviving spouse is entitled to a spousal death benefit equal to 100% of your "Accrued Benefit" (as defined under the terms of the Retirement Plan – usually your Retirement Plan Account balance), unless you elect, with your spouse's written and notarized consent, to waive the spousal death benefit. If you have no spouse, this same amount will be paid to your properly designated beneficiary(ies). If you have no spouse or designated beneficiary, this amount generally will be payable to your estate.

You cannot waive the spousal death benefit any time prior to the calendar year in which you attain age 35. Therefore, if you die prior to that year and before you begin to receive pension benefits under the Retirement Plan, your surviving spouse will receive the spousal death benefit described above.

You can waive the spousal death benefit described above any time during or after the calendar year in which you attain age 35 by electing to designate someone other than your spouse, or in addition to your spouse, as a Primary Beneficiary to your Accrued Benefit as a survivor death benefit under the Retirement Plan. Your spouse must provide his or her written and notarized consent to your alternate beneficiary designation. You cannot have your Accrued Benefit under the Retirement Plan paid as a survivor death benefit to someone other than your spouse unless your spouse gives his or her written and notarized consent. Your spouse's choice to consent must be voluntary. It is his or her personal decision whether he or she wants to give up his or her right to your Accrued Benefit as a survivor death benefit under the Retirement Plan. Your spouse cannot, at a later date, change the consent form after signing it. His or her decision is final and irrevocable as to the alternate beneficiary designation you are making on this form.

Legal separation or divorce may end your spouse's right to your Accrued Benefit as a survivor death benefit even if he or she does not sign this form. However, if you become legally separated or divorced, your spouse may get a special court order (called a Qualified Domestic Relations Order or QDRO) that specifically protects his or her rights to your Accrued Benefit as a survivor death benefit under the Retirement Plan. If you or your spouse is thinking about separating or getting a divorce, you both should get legal advice on each of your rights to pension benefits under the Retirement Plan.

Even if your beneficiary designation is a trust or estate of which your spouse is a beneficiary, waiver of the spousal death benefit and spousal consent is required. Without proper spousal consent to your designation or a non-spouse Primary Beneficiary, the spousal death benefit under the Retirement Plan must be paid directly to your spouse.

You may designate a new beneficiary at any time during or after the calendar year in which you attain age 35 and before your death, to the extent permissible under applicable law, by submitting a new Cash Balance Formula Beneficiary Designation Form. However, any subsequent designation of a non-spouse Primary Beneficiary would again require your spouse's consent. Since a waiver is valid only for the spouse consenting to the waiver, if you later remarry, you must complete a new Cash Balance Formula Beneficiary Designation Form and obtain your new spouse's consent or your new spouse will automatically become your sole Primary Beneficiary.

It is important that you and your spouse understand the rights and obligations concerning the spousal death benefit described above. You should consult your legal and/or financial advisor to determine what is best for your particular situation.

General Provisions

- A. The terms of the Retirement Plan, as interpreted in the sole discretion of the Retirement Plan's Administrative Committee or its delegate, will govern the payment of any pension benefit.
- B. Primary Beneficiary(ies): Unless otherwise clearly set out in a form acceptable to the Retirement Plan's Administrative Committee or its delegate, the following rules of succession will apply. If more than one person is named as a Primary Beneficiary and no percentages are indicated, payment of a deceased participant's Accrued Benefit as a survivor death benefit under the Retirement Plan will be made in equal shares to the Primary Beneficiary(ies) who is living at the time the survivor death benefit first becomes payable. If a percentage is indicated and a Primary Beneficiary is not alive at the time the survivor death benefit first becomes payable, the percentage of that beneficiary's share will be divided in relevant proportions among the surviving Primary Beneficiary(ies).
- C. If there is no Primary Beneficiary(ies) living at the time of the participant's death, any survivor death benefit that becomes payable will be distributed to the surviving Secondary Beneficiary(ies), if applicable.
- D. Payment to Secondary Beneficiary(ies) will be made according to the rules of succession described under Primary Beneficiary(ies) in provision B above.
- E. If no designated Beneficiary(ies) is alive when payment is otherwise payable, payment will be made in accordance with

- the Retirement Plan to your estate.
- F. The terms of the Retirement Plan, as interpreted and applied in the sole discretion of the Retirement Plan Administrative Committee or its delegate, shall govern the use of any affidavit or other satisfactory written evidence in determining the existence, identity, ages or any other facts concerning any Beneficiary(ies).
 - G. If you have chosen an annuity form of distribution, once annuity payments have begun, any settlement of any amount thereafter payable shall be governed by the terms of such annuity.
 - H. If a trustee or guardian is named as or acting on behalf of a Beneficiary, any payment to that person will be made as if that person is acting in such fiduciary capacity until written notice to the contrary is received. (See "Examples of Beneficiary Designations" below). You must also complete, sign and return the enclosed "Trust Certification Form".
 - I. Prudential shall pay the trustee(s) named under a last will and testament on if : 1) the last will and testament is admitted to probate and appoints a trustee(s) to receive such payment, and 2) the trustee(s) qualifies as such and makes a written claim for such payment within 12 months after the date a payment is first due a Beneficiary under the Retirement Plan. (See "Examples of Beneficiary Designations" below).
 - J. The Beneficiary(ies) may be changed, but only in a manner prescribed by the Retirement Plan Administrative Committee or its delegate in accordance with the Retirement Plan.
 - K. Any survivor death benefit that will be payable upon your death will be made to the person(s) named on the attached beneficiary form. Please be careful in completing the form; be sure that your designation is accurate, clear and understandable.
 - L. Further instructions and examples and provided below.
 - M. If it is determined by the Retirement Plan Administrative Committee or its delegate that a Beneficiary entitled to payment from the Retirement Plan is physically or mentally incapable of personally receiving and providing a valid receipt for the payment, and no claim for the payment has been made by a qualified guardian, conservator, or a representative of such Beneficiary, the Retirement Plan Administrative Committee may authorize that the payment such Beneficiary is entitled to under the Retirement Plan instead be made to the person or institution contributing toward or providing for the care of such Beneficiary. Any such payment shall completely discharge all liability with respect to the amount paid.

If the above conditions are not satisfied, such payment shall be payable according to the terms of the Retirement Plan.

Examples of Beneficiary Designation

1. Use the term "**My Living Children**" on the first "**Name**" line if you want all your children (born or adopted of any marriage) living at the time of your death to equally share the survivor death benefit. This will also include all such children born or adopted after you complete the form. On the other lines, include the names and addresses of your existing children. If you use this term, but do NOT complete the "Account Percentage" blocks. This term can be used in the Primary or Secondary Beneficiary section.
2. Use the term "**My Living Trust**" if you want to designate your living trust. You must also give the name(s) of the trustee(s), name(s) of the successor trustee(s) (trustee and successor trustee cannot be the participant), the date of the trust agreement and the address of the trustee(s). This term can be used in the Primary or Secondary Beneficiary section.
The trust document must meet the following requirements:
 - a) The trust must be a valid trust under state law, or would be but for the fact that there is no corpus.
 - b) The trust must be irrevocable or become irrevocable upon your death.
 - c) The beneficiaries of the trust are identifiable.
 - d) A copy of the trust instrument is provided to the Retirement Plan's Administrative Committee, or its delegate, or certain certification requirements are met.
3. Use the term "**My Testamentary Trust**" if you want to designate the trust in your last will and testament. You must also give the name(s) of trustee(s), names of the successor trustee(s) (trustee and successor trustee cannot be the participant), the date of the trust agreement and the address of the trustee(s). This term can be used in the Primary or Secondary Beneficiary section. For this type of beneficiary designation to take effect, the participant must provide a copy of the trust agreement or a signed copy of the certification of the trust.
4. Use the term "**My Estate**" if you want the survivor death benefit to be paid to your estate. If you know your intended executor, include the executor's address. This term can be used in the Primary or Secondary Beneficiary section.
5. If the designation of a class of beneficiaries includes the term "**Per Stirpes**," this term will be deemed to mean the following: If a beneficiary in such class is not living when a payment is due, such payment will be made in equal shares to any living sons and daughters (born or adopted of any marriage), or such Beneficiary. If there are no living sons and daughters of such Beneficiary when a payment is due, payment will be made to the estate of the last to die of the participant or such Beneficiary.

Please return your signed, completed form(s) and any other necessary documents to:

Prudential Benefits Center
P.O. Box 4888
Chesapeake, VA 23327-48888