



Instructions Please print using blue or black ink. This request must be authorized by your employer. Please forward this form to your benefits/human resources office to complete the 'Your Plan Authorization' section. This request cannot be processed without an authorized signature from your benefits/human resources office on file. Do not fax or mail to Prudential until the 'Your Plan Authorization' section on this form is reviewed by your Plan Administrator.

Attention: Benefits/Human Resources Office - Please send completed form to our address or fax number.

About You

Plan number

7 6 7 0 0 2

Social Security number

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Daytime telephone number

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
area code

Questions?

Call 1-877-778-2100 for assistance.

Check here if you are sending in a loan payoff with this application.

First name

MI

Last name

\_\_\_\_\_

Address

\_\_\_\_\_

City

State

ZIP code

\_\_\_\_\_

Date of birth

Gender

\_\_\_\_/\_\_\_\_/\_\_\_\_  
month day year

M  F

Marital status:  Married - spousal signature required\*  Not married

Loan Limits

The maximum amount currently available for a loan is the lesser of:

(1) \$48,000, reduced by the excess (if any) of ----

- (i) the sum of the highest outstanding balance of each individual loan from the plan during the 12 month period ending on the day before the date on which such loan was made, over
(ii) the outstanding balance of loans from the plan on the date on which such loan was made, or

(2) one-half of the present value of the nonforfeitable accrued benefit of the employee under the plan, or

1. Do you participate in another plan sponsored by the same employer?  YES  NO

2. Is Prudential Retirement the record keeper for the employer-sponsored plan?  YES  NO (If no, please supply the highest outstanding loan balance during the 12 month period \$\_\_\_\_\_ and the current outstanding loan balance \$\_\_\_\_\_.

3. Have you defaulted on a previous plan loan from your current employer?  YES  NO (Please see the Loan Disclosure Statement for the definition of a default.)

4. If yes, did this loan begin on or after January 1, 2002?  YES  NO

Important Information: Unless you answer the questions above, you will not qualify for a loan.

**Loan Amount**

Depending upon the terms of your plan, the loan will either be prorated across all available contribution types and investments or taken in a specific sequence.

A. \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (minimum \$5,000) If you have answered 'yes' to question 2 in the previous section, please be sure to calculate the combined balance as instructed to confirm the amount you request here is allowable.

If the amount available at processing time is less than the amount indicated above, the loan amount will be reduced to the maximum amount available.

I DO NOT wish my requested Loan amount to be reduced. **DO NOT** process this request if available amount is less than I indicated.

B. Maximum amount available.

**Loan Duration**

The duration of the loan may not exceed 5 years.

I elect the term of this loan to extend over the following number of years: 1  2  3  4  5

**Loan Fees**

A \$25 loan application fee will be deducted from your account.

I wish to have my loan check sent via express mail. Therefore, please deduct \$50.00 from my account. This is for the application fee (above) and express mail costs. **Express mail is not available for delivery to post office boxes.**

**Reinvesting of Loan Payment**

Your loan payments will be reinvested according to your **current** contribution investment direction.

**\*For Married Participants**

**Spousal Waiver**

I am the participant's spouse. I understand that I am entitled to a spousal death benefit under the Plan based on the participant's account balance at the time of his or her death. I understand that if this spousal benefit is in the form of a "qualified joint and survivor annuity" or QJSA, an explanation of the QJSA and other payment options was provided to the participant. I realize that the participant cannot waive this spousal benefit and obtain a distribution in the form requested by the participant or obtain a loan unless I consent. I acknowledge that the transaction requested by the participant may reduce or eliminate any benefit otherwise payable to me. I have reviewed the paperwork associated with the participant's request and confirm that it identifies the payment option requested by the participant and any non-spouse beneficiary. I voluntarily consent to the participant's waiver or loan request and acknowledge that this will authorize the request.

X  \_\_\_\_\_ Date \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_  
*Spouse's signature - must be witnessed by a notary public OR authorized plan representative. Spouse and Notary must sign and date the form at the same time and on the same date. The dates must match.*  
(Seal/Stamp)

Subscribed and sworn before me on the \_\_\_\_\_ day of \_\_\_\_\_, the year \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

My commission expires \_\_\_\_\_

X  \_\_\_\_\_  
*Notary's signature*

**OR**

X  \_\_\_\_\_ Date \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_  
*Authorized plan representative's signature*

**Your  
Authorization**

I understand the information I have provided will be relied upon in processing my request. I further understand that I will be responsible for its accuracy, including the maximum loan amount available to me, in the event any dispute arises with respect to the transaction. I have carefully read this Loan Application form and the Loan Disclosure Statement and agree to make payments of my principal loan amount plus interest due for the term of the loan. I understand that any loan is subject to the terms of my Plan's loan policy. I understand that if loan repayments are not received in accordance with my Plan's loan policy, the loan will be considered in default. I also understand that if default occurs, the unpaid balance of this loan plus outstanding interest will be treated as a taxable distribution, and that Prudential will report this distribution to the IRS, and I will be responsible for paying any resulting tax and penalties. Additionally, I understand that if this loan is in excess of the maximum loan amount available to me, and Prudential becomes aware of this, any such excess caused by this loan will be immediately taxable to me, subject to ordinary income, and Prudential will report this to the IRS.

Current federal tax rules require your plan sponsor to notify you, in writing, of certain requirements you must meet to receive a cash distribution from your retirement plan. By signing the approval section below, you waive the required 30-day notice and you will receive a distribution from your retirement plan without delay, but no sooner than 8 days from your receipt of this form, **regardless of your marital status**, under the terms of your retirement plan. Also, by signing below, you affirm that you will have received a general description and explanation of the optional forms of benefits, if any, available to you and a written notice describing the general tax rules applicable to this distribution.

I have read the explanation of the Qualified Joint and Survivor Annuity ("QJSA") and other payment options that was provided and I know that I have the right to receive my benefits as a joint and survivor annuity if I am married or a life annuity if I am not married. I also know I can waive the right to annuity payments, with the consent of my spouse if I am married. I understand that if I waive those rights I can change my mind and revoke the waiver at any time before my payments begin. I have at least 30 days to decide whether or not to waive the annuity payments. By consenting to this distribution, I understand I am waiving my right to a life annuity.

  X   \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Participant's signature*

**Your  
Plan  
Authorization**

**This section must be completed by your employer and signed by an authorized plan representative.**

I, the Plan Representative, have reviewed the information in this Application as completed by the Participant and hereby approve and authorize Prudential Retirement to process this loan.

Vesting Percentage: \_\_\_\_\_ % (if applicable)

Date of Hire/Adjusted Hire Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

  X   \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Authorized plan representative's signature*

\_\_\_\_\_  
*Print name and title*

  X   \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Authorized plan representative's signature (if two signatures are required)*

\_\_\_\_\_  
*Print name and title*

Prudential fax number: 1-866-439-8602

# Loan Disclosure Statement

## Loan Amount

Loans are available if provided for in your Employer's Retirement Plan.

The minimum loan amount is \$5,000. The maximum loan amount currently available is limited to the lesser of:

- (1) \$48,000, reduced by the excess (if any) of ----
  - (i) the sum of the highest outstanding balance of each individual loan from the plan during the 12-month period ending on the day before the date on which such loan was made, over
  - (ii) the outstanding balance of loans from the plan on the date on which such loan was made, or
- (2) one-half of the present value of the nonforfeitable accrued benefit of the employee under the plan, or

Prudential cannot process any loans which do not meet these requirements. For federal tax purposes, the \$50,000/50% limit applies as if all qualified retirement plans of the same employer in which you participate were a single plan and all related employer's plans were the same plan. Since Prudential cannot monitor your loan activity relating to any of your employer's other plans or programs, it is your responsibility to do so. Failure to adhere to these limits may result in undesirable tax consequences.

## Interest Rate

The interest rate will be based upon the bank prime loan rate (as stated on [www.federalreserve.gov](http://www.federalreserve.gov)) on the last business day of each quarter. However, your plan may specify a different interest rate. This rate will not change during your loan repayment period. For your plan's current interest rate, you may call our toll-free number.

Prudential will declare the loan interest rate quarterly; however, Prudential reserves the right to change the loan interest rate more frequently. Prudential also reserves the right prospectively to change the basis for determining the interest rate with 30 days notice to contract holders. These rights will only apply to a loan issued after the change(s) takes effect, not to an existing loan.

Interest on your loan is not deductible for Federal Income Tax purposes.

Notwithstanding the foregoing, if permitted by your Plan and unless waived by you, any loan that is outstanding on the date that you begin active duty military service will accrue interest at annual percentage rate (APR) of no more than 6% during the period of uniformed service in accordance with the provisions of the Soldiers' and Sailors' Civil Relief Act Amendments of 1942, 50 USC App. § 526. This limitation applies even if loan payments are suspended during the period of uniformed service as permitted.

## Payments

For purposes of withdrawals, transfers, death benefits to your beneficiary, and annuity amounts, you are agreeing that a portion of your account balance, in an amount equal to the outstanding loan balance, will not be available.

Loan repayments will include both interest and a portion of the outstanding principal. Loan repayments will be invested according to your investment account allocation on the date of the loan repayment unless you elect otherwise. Loans may be paid off in full for both outstanding principal and accrued interest at any time.

The entire payment amount must be submitted to Prudential for each payment due date. If a "short" (less than expected) payment is received, the remaining payment amount must be submitted to Prudential within the allotted grace period (see **DEFAULT** section). A subsequent payment will satisfy the short amount and the remaining payment amount will be applied to principal. The next scheduled payment is still expected.

Payment amounts received in excess of the scheduled payment amount will be applied toward the current payment due (principal and interest) and the excess will be applied toward principal. The loan will then be reamortized according to the reduced principal balance, resulting in lesser interest due on the loan.

Principal only payments can be remitted under separate cover to the address listed below. You must indicate that you are remitting a principal pre-payment, otherwise the next scheduled payment (principal and interest) will be satisfied before the excess amount is applied toward the principal balance.

Prudential  
Loan Payment Processing Center  
P.O. Box 641513  
Pittsburgh, PA 15264-1513

PLEASE RETAIN FOR YOUR RECORDS

---

**Payments  
(continued)**

The entire outstanding balance of the loan plus accrued interest may be repaid, without penalty, at any time. Please call our toll-free 800 number, 1-877-778-2100, to determine the amount necessary to pay off your loan. This quote is valid for ten (10) business days.

You will receive a Loan Bill approximately 20 days prior to your payment's due date.

If permitted by your Plan, Loan payments shall be suspended during a leave of absence of up to one year, if the participant's pay from the employer is insufficient to service the loan. Interest shall accrue during the suspension period. However, the loan must nonetheless be repaid within five years as provided by Internal Revenue Code section 72(p)(2)(B).

If the Plan permits a leave of absence on account of the participant performing service in the uniformed services (as defined in Chapter 43 of Title 38, United State Code), whether or not qualified military service, a suspension of loan payments may be permitted. Such suspension shall not be taken into account for purposes of meeting the requirements of sections 72(p), 401(a) or 4975(d)(1) of the Internal Revenue Code. For example, if the loan was payable over five years, the five-year repayment period would be calculated by extending the repayment period by the length of the leave of absence.

---

**Defaults**

Loans default upon a determination by the Plan Administrator (or its agent) for the following reasons:

- Your failure to pay on time (including within any grace period allowed under the loan procedures used for the Plan);
- Your death;
- Your failure to pay on time any other or future debts to the Plan;
- Any statement or representation by you in connection with the loan which is false or incomplete in any material respect;
- Your failure to comply with any of the terms of this Note and other Loan Documentation;
- If you become insolvent or bankrupt;
- Any other action the Plan Administrator reasonably determines to adversely affect your ability or likelihood to repay the loan; or
- Your employment with the employer sponsoring the Plan terminates. However, to the extent allowed under the Plan, you may continue repayment after termination from employment provided you make regular payments no less frequently than quarterly on a revised schedule of amount and payment dates calculated by the Plan Administrator or its agent to repay the loan with interest in full in substantially equal payments over the remaining original period of the loan.

If you default, Prudential or your Plan may, at its option, without demand or notice, accelerate the loan so that the entire amount of unpaid principal and accrued interest will be considered in default and tax reported as income to you. Failure to take action when one of these events occurs does not constitute a waiver on the part of Prudential or your Plan. If your loan remains in default at a time when you are entitled to a distribution under the Plan, the Plan Administrator will offset your vested Plan account balance by the outstanding balance of the defaulted loan to the extent permitted by law. The Plan Administrator will treat the defaulted loan as repaid to the extent of any permissible offset. Such offset is the sole remedy for non-payment to which you are subject.

If your loan is in default, the outstanding balance is required under federal tax law to be treated as a taxable distribution to you and will result in taxation in the year of default and the possible imposition of a federal income tax penalty. Prudential will send the appropriate tax information form to you and the IRS and you will be responsible for paying any tax consequences and penalties.

Loan defaults may effect your eligibility for future loans. Pursuant to IRS regulations, the defaulted loan (including interest) remains outstanding for purposes of determining your maximum loan. You may be required to payoff your defaulted loan (including interest) in order to be eligible to initiate another loan.

---

**Fees and  
Costs**

A loan application fee will be deducted from your account at the time the loan is initiated. The calculated loan amount will be determined against the participant's vested accrued account balance after the fee has been deducted.

If permitted by the plan and if you take an unpaid Leave of Absence or your employment terminates, you have the right to continue your loan even though you are no longer an active employee. If you fail to take action to repay your loan, it will be considered in default.

---

---

**Other**

Unless specified in your Employer's plan, you are allowed only two outstanding loans at a time.

**Right of refusal:** In the event you elect to refuse this loan, you have ten (10) business days from the issue date to return the original loan check to Prudential. The full proceeds of the loan will then be reinstated into your account upon receipt of the returned check. The returned proceeds will then be invested as dictated by your current investment election, at current market prices as of the settlement date of such transaction. Please note: By not endorsing this check and refusing this loan, the amount of this check will still be considered a loan for purposes of determining the maximum loan allowed by law for future loans.

---

## Important Notice to Participants

Prudential Retirement would like to take this opportunity to advise you of General Consent, Qualified Pre-retirement Survivor Annuity (QPSA), and Qualified Joint and Survivor Annuity (QJSA) rules.

### General Consent Rules

Generally, you must consent to distributions from your Plan unless the Plan permits involuntary distributions when your account balance is less than \$5,000. General information on optional forms of benefit under your Plan is available on this statement or by calling the account information number on this statement. If your Plan does not allow for annuities, the information on QJSA and QPSA does not apply to you.

### QPSA Rules

Explanation of QPSA for married participants: In the case of your death before retirement, the Plan will use no less than 50% of your vested account balance to purchase a qualified pre-retirement survivor annuity (QPSA) from an insurance company for your spouse. If you desire a different form of payment or wish to designate a beneficiary other than your spouse, you must file a waiver of the QPSA with the Plan Administrator during the election period. This waiver must be approved by your spouse in writing and be witnessed by a Notary Public or by an authorized Plan representative. Please contact the Plan Administrator concerning the available alternative forms of payment.

Election Period: The election period begins on the first day of the Plan Year during which you attain age 35, and ends on the earlier of your death or the date on which your account balance commences to be paid under the Plan. Your Plan may provide that an election is permitted prior to age 35; however, if this is the case, any such election must be reaffirmed with appropriate spousal consent during the Plan Year in which you attain age 35. You may, at any time during the election period, revoke a previous election or make a new election. If you make a new election, your spouse must consent to it as provided above.

### QJSA Rules

If QJSA is the primary form of benefit under your Plan at retirement, you should read the information in this Notice or read the information in your Plan's Summary Plan Description or the Plan's Document to obtain general information on QJSA and other optional forms of benefit available to you. You may elect a benefit other than QJSA if spousal consent requirements are satisfied.

### Explanation of Qualified Joint & Survivor Annuity

#### How will my benefits be paid to me when I retire?

- They will be paid in the form of a Qualified Joint and Survivor Annuity (QJSA):
- If you are **married** at the time of your retirement, you will receive an annuity for your lifetime. After your death, your surviving spouse will receive an annuity for his or her lifetime in the amount of at least 50% of the annuity payments you received during your lifetime. You may be allowed to elect higher amounts for your surviving spouse, such as 75% or up to 100% of your monthly benefit.
  - The annuity will be provided to you by purchasing an annuity contract from an insurance company with all or part of your account balance under the plan.
  - If you are **unmarried** at the time of your retirement, you will receive an annuity for your lifetime.

#### May I select a different form of benefit payment other than the QJSA?

Yes, provided you request a different form of benefit payment in a manner specified for your Plan. If you are married, you must complete and return the Qualified Joint and Survivor Annuity (QJSA) Waiver Form with your spouse's written consent within the 90-day period prior to the date benefit payments will begin. If you are unmarried, you must complete and return the QJSA Waiver Form with your consent and waiver.

#### What are the optional forms of benefit payment under the Plan?

If you are married at the time of your retirement, the QJSA provides for annuity payments for your lifetime and after your death for the lifetime of your spouse, in the amount of at least 50% of the payment amount you received during your lifetime. You can choose a form of benefit payment other than the QJSA provided it is available under the Plan and you obtain your spouse's written consent (if applicable). If you are unmarried, the QJSA provides an annuity for your lifetime. Please refer to your Plan's Summary Plan Description or the Plan document for the available options under your Plan.

#### May I select a different beneficiary?

Yes, provided you request, complete and return a QJSA Waiver Form with your spouse's written consent (if married) prior to the date you elect your benefit.

#### If I select a benefit payment option other than the QJSA or choose a different beneficiary, may I change the form of benefit payment or beneficiary again?

Yes. You can cancel any prior change and restore the QJSA at any time during the period prior to the date your benefit payments will begin. Additionally, you can select another form of benefit payment or choose another beneficiary if you:

- Make the change before your benefit payments begin.
- Obtain your spouse's consent (if married) unless, at the time of your initial change in form of benefit payment or beneficiary, your spouse, if permitted by the Plan, gave general consent permitting you to make later changes to the form of benefit payment or beneficiary without having to obtain further consent.

#### What happens if I want to take a loan from the Plan?

Because your benefit must be paid in the form of a QJSA, if you take a loan from the Plan it will also be subject to QJSA. This means that if you elect to take a loan from your Plan, and you are married, you must complete and return the QJSA Waiver Form with your spouse's written consent. If you are unmarried, you must complete and return the QJSA Waiver Form with your consent and waiver. The rules that apply when the benefit is payable when you retire will also apply to the benefit payable as a loan.

#### What happens if my benefit exceeds \$5,000 on the date my benefit becomes payable (or at the time of any prior payment)?

If your benefit exceeds \$5,000 (\$3,500 for plans not adopting the increase allowed in 1996 or exceeded \$3,500 at any time of any prior payment), it cannot be paid to you until you reach normal retirement age under the Plan, or, if later, age 62, unless you consent in writing.

Otherwise, consistent with the law and your Plan document, your benefit may be paid to you immediately regardless of any election you may have made to receive it later or in a different form.

#### How much time do I have to select either a different form of benefit payment other than QJSA, or, if permitted by the Plan, to elect to have my benefit paid to me before the later of normal retirement age or age 62?

You have at least 30 days after receiving this QJSA explanation to make your decision.

#### Do I have to wait 30 days to select a different form of benefit payment other than QJSA, or, if permitted by the Plan, to elect to have my benefit paid to me before the later of normal retirement age or age 62?

No. You may request a disbursement prior to the expiration of the 30-day period, however:

- **Payment of your benefit cannot begin until at least the 8th day after you receive the QJSA Explanation regardless of your marital status.**

You can cancel your distribution election at any time within 30 days of receipt of the QJSA Explanation. If you cancel your election, Prudential will return the annuity purchase price to your Plan.

#### What happens to my spouse's QJSA benefit if he or she consents to my selection of a different form of benefit payment option other than QJSA or if I select a different beneficiary?

If your spouse consents to your selection of a different form of benefit payment, to the extent your spouse is still your beneficiary, he or she will receive a benefit based on the alternative form of benefit payment you chose. For instance, if you elect a single life annuity or a lump sum payment of your full account balance, your spouse will receive no further payment from the Plan.

If you select a different beneficiary, your spouse will receive no benefit under the Plan.

**May I receive additional information regarding the QJSA or the specific benefit payable to me or my spouse?**

Yes. You can obtain additional information such as other optional forms of distribution that may be available under your Plan by reading the information in your Plan’s Summary Plan Description. **You may also write to Prudential at:** Prudential Retirement, 30 Scranton Office Park, Scranton, PA 18507-1789. If your request is made in writing, you will receive additional QJSA information within 30 days from the date of your request.

**Qualified Joint and Survivor Annuity (QJSA) and Optional Forms of Benefit**

The following is a list of common optional forms of benefit and the relative financial effect of electing each as compared to the QJSA. The basic meaning of some of the terms used to describe the options is as follows:

“Life Annuity” or “Life” is an annuity payable for the participant’s lifetime.

“X% Joint & Survivor” is an annuity payable for the participant’s lifetime plus X% of the participant’s benefit paid to the beneficiary for the beneficiary’s lifetime.

“X Year Certain” is an annuity for the lifetime or lifetimes mentioned, but with the assurance that the payments will be made to either the participant or a beneficiary for X number of years even if the person receiving the annuity dies prematurely.

“Installment Refund” is an immediate annuity in which monthly payments will continue to a beneficiary in the event the annuitant dies before Prudential has made total monthly payments at least equal to the maximum death benefit amount. Upon the death of the annuitant, the difference between the maximum death benefit amount and the total of monthly payments made previously will be paid to the beneficiary in monthly installments in the same amount that was being paid to the annuitant before the annuitant’s death, except that the last payment to the beneficiary will be a lesser amount.

The information provided below is an estimate of the amount payable under an annuity purchased from Prudential Insurance Company of America. A more precise calculation of your monthly benefit upon purchase of an annuity is available upon request. The estimates provided below are based on a benefit with a present value of \$10,000 using an interest rate of 1.22% for annuities with a life contingency. Both the participant and the spouse are assumed to be the same age for the examples provided. Differences in your age, the age of your spouse, interest rates, and other assumptions used in this chart can have a significant effect on the amount paid under the option chosen. The interest rate and other contract assumptions in effect when you purchase the annuity will determine the amount of a monthly benefit.

<u>Optional Form of Benefit</u>	<u>Age 65</u>	<u>Age 60</u>	<u>Age 55</u>
Life Annuity	\$40.24	\$33.98	\$29.34
Life and 5 Year Certain Annuity	\$39.96	\$33.88	\$29.30
Life and 10 Year Certain Annuity	\$39.06	\$33.48	\$29.14
Life and 15 Year Certain Annuity	\$37.48	\$32.73	\$28.80
Life and 20 Year Certain Annuity	\$35.15	\$31.59	\$28.24
5 Year Certain Annuity	**	**	**
10 Year Certain Annuity	**	**	**
15 Year Certain Annuity	**	**	**
20 Year Certain Annuity	**	**	**
100% Joint & Survivor Annuity	\$32.78	\$28.40	\$25.13
100% Joint & Survivor Annuity with 5 Years Certain	\$32.77	\$28.40	\$25.13
100% Joint & Survivor Annuity with 10 Year Certain	\$32.71	\$28.39	\$25.13
100% Joint & Survivor Annuity with 15 Year Certain	\$32.50	\$28.32	\$25.11
100% Joint & Survivor Annuity with 20 Year Certain	\$31.92	\$28.15	\$25.05
50% Joint & Survivor Annuity	\$36.13	\$30.94	\$27.07
50% Joint & Survivor Annuity with 5 Year Certain	\$36.01	\$30.90	\$27.05
50% Joint & Survivor Annuity with 10 Year Certain	\$35.60	\$30.72	\$26.98
50% Joint & Survivor Annuity with 15 Year Certain	\$34.82	\$30.37	\$26.83
50% Joint & Survivor Annuity with 20 Year Certain	\$33.46	\$29.77	\$26.55
Installment Refund	\$30.82	\$27.99	\$25.51

\*\* Total payout for this form of annuity will be less than the purchase price.

These materials are provided for informational or educational purposes only. The information provided is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. In providing these materials Prudential Retirement is not acting as your fiduciary as defined in the Department of Labor's Fiduciary rule or otherwise. If you need investment advice consult with a qualified investment professional.



# NO ACTION REQUIRED: FOR YOUR INFORMATION

## Overview

As of April 1, 2022, Empower acquired the full service retirement business of Prudential Retirement. Over a period of time, you may see references to Prudential and Empower as we transition our experiences. Throughout this process, we want you to know that our focus is on you and making this transition as seamless as possible. For your reference, outlined below is the entity level detail of the acquisition, including important information to help determine who will be servicing your account or other products.

## Post-close

On April 1, 2022, Great-West Life & Annuity Insurance Company (GWLA), the parent company of Empower Retirement, LLC (Empower) acquired the full service retirement business of Prudential Financial, Inc. In connection with the transaction, GWLA acquired all shares of the following entities, which are no longer affiliated with Prudential Financial, Inc.: Prudential Retirement Insurance and Annuity Company, Prudential Bank & Trust, FSB, Global Portfolio Strategies, Inc., TBG Insurance Services Corporation, MC Insurance Agency Services, LLC, and Mullin TBG Insurance Agency Services, LLC.

Please use the following to determine if Empower is now the service provider for your account. If you have multiple accounts, you may be a customer of Prudential Financial, Inc. and its affiliates (together, Prudential) and Empower.

ACCOUNT TYPE	SERVICE PROVIDER
<p><b>If you are an annuitant, contingent annuitant or other beneficiary under a group annuity contract issued or reinsured by Prudential's pension risk transfer business or plan participant whose benefit is administered by Prudential's pension risk transfer business...</b></p> <p><b>How do I know if this applies to me?</b></p> <p>You were previously issued an annuity certificate from the Prudential Insurance Company of America <u>in connection with your employer's defined benefit plan</u> OR previously received a communication from your employer that Prudential has issued a guaranteed annuity covering all or a portion of your pension benefit or pays your pension benefit.</p>	<p>...Your account remains with Prudential and was not impacted by the transaction.</p> <p>The "Important Disclosures Regarding the Empower Transaction" listed below <b>do not apply</b> to your account.</p>
<p><b>If you independently purchased an individual annuity, life insurance or investment product with Prudential...</b></p> <p><b>How do I know if this applies to me?</b></p> <ul style="list-style-type: none"><li>• You independently purchased a product from Prudential (other than a SmartSolutions IRA) that is unrelated to an employer workplace plan.</li><li>• The product you purchased is issued by The Prudential Insurance Company of America (PICA), Prudential Annuities Life Assurance Corporation (PALAC), Pruco Life Insurance Company, or Pruco Life Insurance Company of New Jersey.</li><li>• You purchased an investment product or service through Pruco Securities, LLC.</li></ul>	<p>...Your account remains with Prudential and was not impacted by the transaction.</p> <p>The "Important Disclosures Regarding the Empower Transaction" listed below <b>do not apply</b> to your account.</p>
<p><b>If you are a participant in the Prudential Employee Savings Plan (PESP), the Jennison Associates Savings Plan, the Assurance Savings Plan, the Prudential Supplemental Employee Savings Plan, the Prudential Financial, Inc. 2021 Omnibus Incentive Plan and the attendant Prudential Long-Term Incentive Program, the Prudential Financial, Inc. 2016 Deferred Compensation Plan for Non-Employee Directors or the PGIM, Inc. Omnibus Deferred Compensation Plan...</b></p> <p><b>How do I know if this applies to me?</b></p> <ul style="list-style-type: none"><li>• You receive statements and other notifications from Prudential in connection with one or more of these plans.</li></ul>	<p>...Empower is currently providing services to the plans as a sub-contractor to Prudential for a transitional period. During this period, Prudential will remain the service provider for the plans.</p> <p>Please carefully review the "Important Disclosures Regarding the Empower Transaction" below that <b>apply to you, as applicable</b>.</p>

**ACCOUNT TYPE****SERVICE PROVIDER**

**If you are a participant in a retirement plan previously serviced by Prudential Retirement, which may include defined benefit plans, non-qualified plans, defined contribution plans, and 401(k) plans (including a plan that permits self-directed brokerage accounts), or you are an account holder of a SmartSolution IRA, Auto Roll IRA, or NFS Prudential Brokerage Account...**

**How do I know if this applies to me?**

- You receive a notification from Prudential Retirement notifying you that Empower will become the service provider for your account.
- You receive a welcome email or letter from Empower.

...Empower is now the service provider for your account. However, with respect to Smart Solution IRA accounts and certain Auto Roll IRAs, Prudential Investment Management Services LLC (PIMS) remains the broker-dealer for a transitional period.

Please carefully review the “Important Disclosures Regarding the Empower Transaction” below that **apply to you**.

**Important Disclosures Regarding the Empower Transaction**

Effective April 1, 2022, the following will apply to you:

- All references to “Prudential Retirement” refer to Empower. Prudential Retirement is no longer a business unit of Prudential.
- Certain insurance products written by The Prudential Insurance Company of America were reinsured to GWLA and Great-West Life & Annuity Insurance Company of New York (for New York business). Empower Retirement will become the administrator of this business acquired from Prudential.
- Empower Retirement refers to the products and services offered by GWLA and its subsidiaries, including Empower Retirement, LLC. Empower Retirement is not affiliated with Prudential or its affiliates.
- Full-service retirement sales personnel and certain service personnel are no longer registered representatives of Prudential Investment Management Services LLC (PIMS) and are registered representatives of GWFS Equities, Inc. For a transitional period, certain back office and service personnel will remain registered representatives of PIMS.
- During a transition period, Prudential and, as applicable, its affiliates will continue to provide services to Empower. PIMS will continue to provide certain broker-dealer services under the terms of existing services agreements for certain plans and will continue to be the broker-dealer of record for existing SmartSolution IRA accounts and certain Auto Roll IRA accounts for a transitional period.
- Any documents pertaining to fraud or security commitments by Prudential Retirement are no longer applicable and are replaced with Empower’s commitments set forth at <https://participant.empower-retirement.com/participant/#/articles/securityGuarantee>.
- If Empower is the service provider for your account, Prudential’s Privacy Statements and Privacy Notices are replaced with Empower’s Privacy Notice set forth at <https://www.empower-retirement.com/privacy> for that account.

All product names, logos, and brands are property of their respective owners. “EMPOWER”, “EMPOWER RETIREMENT”, all associated logos, and product names are trademarks of Great-West Life & Annuity Insurance Company. Prudential, the Prudential logo and the Rock Design are trademarks of Prudential Financial, Inc. and its affiliates and are used under license.

Information provided herein, including linked documents, is being provided for informational or educational purposes only. By sharing it, neither PIMS nor Prudential is acting as your fiduciary as defined by the Department of Labor or otherwise. If you need investment advice, please consult with a qualified professional. Prudential Financial, its affiliates, and their financial professionals do not render tax or legal advice. Please consult with your tax and legal advisors regarding your personal circumstances.

**Have additional questions? For Prudential accounts and products, please call 800-621-1089. For Empower accounts and products, please call 877-778-2100.**