

SUPPLEMENTARY INFORMATION: Following is a summary of the application; the complete application is available for a fee from the SEC's Public Reference Branch.

Applicant's Representations

1. Pruco Life, a stock life insurance company, is organized in Arizona, and licensed to do business in the District of Columbia and all states of the United States except New York. Pruco Life is a wholly-owned subsidiary of Prudential.

2. Pruco Life of New Jersey, a stock life insurance company, is organized in New Jersey. Pruco Life of New Jersey is a wholly-owned subsidiary of Pruco Life.

3. Prudential, a mutual life insurance company, is organized in New Jersey.

4. Securities will serve as the principal underwriter of the Contracts. Securities, an indirect wholly-owned subsidiary of prudential, is registered under the Securities Act of 1934 ("1934 Act") as a broker-dealer, and is a member of the National Association of Securities Dealers. The Contracts will be sold by registered representatives of Securities. Securities also may enter into agreements with other brokers registered under the 1934 Act who qualify to sell the Contracts.

5. The Separate Account is a separate account established by Pruco Life to fund the Contracts. The Separate Account is registered with the Commission as a unit investment trust under the 1940 Act, and interests in the Contracts are registered as securities under the Securities Act of 1933.

6. Pruco Life has established for each investment option offered under the Contracts a Separate Account subaccount ("Subaccount"), which will invest solely in a specific corresponding portfolio of certain designated investment companies ("Funds"). The Funds will be registered under the 1940 Act as opened management investment companies. Each portfolio of the Funds will have separate investment objectives and policies.

7. The Contracts also provide for a fixed-rate option which guarantees a stipulated rate of interest for a one-year period, and a market-value adjustment option which guarantees a stipulated rate of interest if held for a seven year period.

8. The Contracts are individual flexible premium annuity contracts. The Contracts may be purchased with an initial purchase payment of \$10,000 or more. The minimum subsequent purchase payment for the Contracts is \$1000. Net purchase payments may be allocated to one or more of the Separate Account Subaccounts, the fixed-rate

option, or to the market-value adjustment option.

9. The Contracts provide for a series of annuity payments beginning on the annuity date. The Contract owner may select from several annuity payout options.

10. The Contracts provide for a death benefit if the annuity or the survivor of two co-annuitants dies during the accumulation period. The death benefit is the greater of: (1) The accumulated value under the Contract fund as determined on the date of receipt due proof of death by Pruco Life; (2) 100% of all premium payments made by the Contract owner under the Contract reduced by the amount of any partial withdrawals (including withdrawal charges); or (3) the greatest of the Contract fund values calculated on every third Contract anniversary, reduced by all subsequent withdrawals and withdrawal charges.

11. Certain charges and fees are assessed under the Contracts. Pruco Life will deduct an administration charge from a Contract owner's account value to reimburse it for expenses relating to the administration and maintenance of the Contract. The administrative expense charge is deducted daily from the assets in each of the Subaccounts, and is equivalent to an effective annual rate .15%. Although there is no current intention to do so, Pruco Life reserves the right to impose an additional charge of up to \$25 annually and upon surrender on Contracts with less than \$50,000.

12. Applicants represent that the administration charges will not increase during the life of the Contracts. In addition, Applicants represent that these charges are made with no anticipation of profit, and that the administrative charges comply with Rule 26a-1.

13. A withdrawal charge may be made upon full or partial withdrawals under the Contract. The withdrawal charge will be imposed for expenses related to the sales and distribution of the Contracts. The amount of the withdrawal charge decreases annually from 7% to 0% over 8 Contract years. For the purposes of determining the withdrawal charge, withdrawals will be allocated to purchase payments on a first-in, first-out basis so that all withdrawals are allocated to purchase payments to which the lowest (if any) withdrawal charge applies. In addition, a portion of the purchase payments may be withdrawn without the imposition of any charge ("Charge Free Amount"). This Charge Free Amount is equal to 10% of all purchase payments less all withdrawals of the purchase payments

previously made plus the Charge Free Amount available in the immediately preceding Contract year not withdrawn in that year.

14. No withdrawal charge is assessed if withdrawals are used to effect an annuity based on the life of an annuitant. Contracts issued to annuitants age 84 and older are subject to a reduced withdrawal charge.

15. In those states which have approved a Critical Care Access endorsement, all or part of any withdrawal and annual administrative charges associated with a full or partial withdrawal, or any annuitization or withdrawal charge due on the annuity date, will be waived following the receipt of due proof that the annuitant or co-annuitant (if applicable) has been confined to an eligible nursing home or hospital for a period of at least 3 months, or a physician has certified that the annuitant or co-annuitant has 6 months or less to live.

16. Pruco Life proposes to deduct a daily mortality and expense risk charge. Pruco Life represents that this charge is equal to an effective annual rate of 1.25% of the net asset value of the Separate Account, and that it will not increase. Of this amount, approximately .80% is for mortality risks and .45% is for expense risks.

17. Pruco Life assumes the mortality risk that the life expectancy of the annuitant will be greater than that assumed in the guaranteed annuity purchase rates, thus requiring Pruco Life to pay out more in annuity income than it had planned. In addition, Pruco Life is contractually obligated to provide a death benefit prior to the annuity date. Thus, Pruco Life assumes the risk that the owner may die at a time when the amount of the death benefit payable exceeds the then net surrender value of the Contracts. The expense risk assumed by Pruco Life is that the Contract administration charge will be insufficient to cover the cost of administering the Contracts.

18. In the event the mortality and expense risk charges are more than sufficient to cover Pruco Life's costs and expenses, any excess will be a profit to Pruco Life.

19. A charge may be deducted for premium taxes and any taxes attributable to purchase payments. This may include any state or local premium taxes, any federal premium taxes, and any federal, state, or local income, excise, business or any other type of tax (or component thereof) measured by, or based upon, the amount of purchase payment received by Pruco Life. Applicants represent that premium taxes currently range from 1% to 5%.