

ABSOLUTE GIFT ASSIGNMENT TO TRUSTEE

(Includes Designation of Beneficiary by Assignee(s))

PART ONE: INFORMATION REGARDING ASSIGNMENTS

- **IMPORTANT: THIS FORM AND THIS INFORMATION IS BEING MADE AVAILABLE AS AN ACCOMMODATION TO THE ASSIGNOR. THIS FORM SHOULD BE REVIEWED BY THE ASSIGNOR WITH HIS OR HER PERSONAL ATTORNEY AND/OR FINANCIAL ADVISOR BEFORE COMPLETION.**
- Use this form when you want to assign insurance coverage(s) to a trustee. Use the “Absolute Gift Assignment to Individual” form when you want to assign insurance coverage(s) to an individual. Use the “Absolute Assignment for Value” form only if assignments for value are permitted under the Group Contract and the trustee is a viatical settlement provider.
- Complete the form in triplicate (you must complete Part Two, and the Assignee(s) must complete Part Three). Submit it to the Employer or Group Contractholder, who will complete Part Four and record the Assignment. After the Assignment has been recorded, the original will be returned to you for delivery to the Assignee(s).
- If the insurance coverages that you intent to assign are part of different Group Contracts, you must complete a separate form for each Group Contract.
- You may find the following definitions helpful in completing your assignment form.

Absolute Assignment means the irrevocable transfer by an assignor to an assignee of all property rights, title, interests and incidents of ownership, both present and future, relating to the assigned group insurance coverage(s).

Assignor means the person who makes the assignment.

Assignee means the person or entity to whom a transfer of property rights, title, interests and incidents of ownership is made.

Insured means the employee or association member who is insured for employee or member coverage or for dependents coverage.

- The Assignee(s) may find the following definitions helpful in completing Part Three.

Primary Beneficiary(ies) means the person(s) or entity who will receive the insurance proceeds if the person is living or the entity is in existence when the insured dies. The Assignee may have the proceeds divided among several primary beneficiaries. To do this, the Assignee must indicate what percentage of the proceeds they would like the primary beneficiaries to receive. The total shares must equal 100%.

Contingent Beneficiary(ies) means the person(s) or entity who will receive the insurance proceeds if the primary beneficiary(ies) die or the entity dissolves before the Insured dies. The Assignee may have the proceeds divided among several contingent beneficiaries. To do this, the Assignee must indicate what percentage of the proceeds they would like the contingent beneficiaries to receive. The total shares must equal 100%.

- If your contract is a Modified Endowment Contract, we will report all gain in the contract to you and to the IRS in the year of assignment. We will also report any increases in gain each year that the assignment is in effect.

PART TWO: TO BE COMPLETED BY ASSIGNOR WITH HIS OR HER PERSONAL ATTORNEY AND/OR FINANCIAL ADVISOR

Insured's name _____ ("Insured") Social Security No. _____ - _____ - _____
(Please print or type name of Insured)

Insured's Permanent Address _____
(No. and Street) (City) (State) (ZIP)

Name of Insured's Employer _____ ("Employer") Group Contract No. _____
(Please print or type name of Employer)

Name of Association _____ ("Association")
(If applicable, please type or print name of association or affinity group)

INTENDING AS A GIFT, I HEREBY IRREVOCABLY ASSIGN UNTO

_____, ("Assignee")
(Please print or type name of Assignee)

Trustee(s) under the _____, dated _____ and his/her/
(Please print or type name of Trust Agreement) (Effective date of Trust)

their successor(s) in trust, if any, residing at _____
(Please print or type address, including street, city, state and ZIP)

all rights, title, interests and incidents of ownership, both present and future, relating to the following coverage(s):

(PLEASE SELECT ONE BY MARKING THE APPROPRIATE BOX.)

- All of the Insured's Group Insurance Coverage(s) that provide a benefit which becomes payable on account of the death of the Insured or a dependent of the Insured under the said Group Contract.
- The following of the Insured's Group Insurance Coverage(s) that provide a benefit which becomes payable on account of the death of the Insured or a dependent of the Insured under said Group Contract.

(List the coverages you intend to assign. An Assignment will not be accepted for coverages not applicable to the Insured.)

The assigned rights include but are not limited to: the right to make any required contributions under the Group Contract; the privilege, as permitted under the Group Contract, of obtaining an individual policy of life insurance on my life; the right, to the extent permitted under the Group Contract, to change the beneficiary and/or the contingent beneficiary; and the right to elect any settlement option available under the Group Contract. This assignment relates to the existing coverage(s) under the said group Contract and to any replacement or substitute group contract(s) of the same or another insurance company providing group life insurance coverage to the employees of the Employer, or, if applicable, to the members of the Association.

I understand and agree that this assignment will be of no effect, nor binding with respect to the Insured's rights and privileges, if any, under the said Group Contract until copies of this form have been filed with The Prudential Insurance Company of America ("Prudential") directly or through the Employer or the contractholder under the said Group Contract ("Group Contractholder").

I understand and agree that, in accordance with the said Group Contract, if: (1) an assigned amount of insurance becomes payable on account of the death of the Insured or a dependent of the Insured; and (2) the assigned coverage includes the right to choose a beneficiary; and (3) at the death of the Insured or a dependent of the Insured, there is no beneficiary chosen by the Assignee; then the assigned amount of insurance will be payable as follows: (1) if the Assignee is a living person, to that person, otherwise to the estate of that person, or (2) if the Assignee is an extant entity, to that entity, otherwise to that entity's successors or assigns.

I understand and agree that Prudential, the Employer or the contractholder under the said Group Contract assume no obligation(s) as to the validity or sufficiency of this assignment for any purpose whatsoever, or pass upon its legality.

Dated at _____ in the State of _____ on _____ / _____ / _____
(Print name of city) (State) (Month/Day/Year)

Assignor: _____ Spouse: _____
(Signature of Assignor) (Community Property States Only) (Date)

Witness: _____ Witness: _____
(Signature of Witness) (Community Property States Only) (Date)

PART THREE: TO BE COMPLETED BY ASSIGNEE(S)

Assignee's(s') Designation of Beneficiary

Effective as of the date of this assignment, I (we), the Assignee(s) named in Part Two of this form, hereby designate the following person(s) to receive any insurance benefit payable on account of the death of the Insured or a dependent of the Insured under the assigned coverage(s):

PRIMARY BENEFICIARY

First Name *Middle Initial* *Last Name* *Relationship to me* *Social Security Number*

Address

CONTINGENT BENEFICIARY

First Name *Middle Initial* *Last Name* *Relationship to me* *Social Security Number*

Address

If the above space is not suitable for the designation you desire, leave it blank and use the following space:

Unless otherwise provided above, payment to two or more beneficiaries shall be made in equal shares or to the survivors in equal shares or all to the last survivor. Unless otherwise provided above, any amount of insurance for which there is no beneficiary at the death of the Insured or a dependent of the Insured will be payable as follows: (1) if the Assignee is a living person, to that person, otherwise to the estate of that person, or (2) if the Assignee is an extant entity, to that entity, otherwise to that entity's successors or assigns.

I understand and agree that this designation will in no way apply to any insurance coverage which does not include a right to choose a beneficiary. In that event, benefits will be payable only as provided under the terms and conditions of the Group Contract.

Witness: _____
(Signature of Witness) *(Date)*

Assignee: _____
(Signature of Assignee(s)) *(Date)*

Assignee's date of birth _____

Assignee's Social Security Number _____

PART FOUR: TO BE COMPLETED BY AUTHORIZED REPRESENTATIVE OF EMPLOYER OR GROUP CONTRACTHOLDER

Recorded and filed on this _____ day of _____, _____.

Signature of Authorized Representative of Employer or Group Contractholder