

CLAIMANT'S NAME(S)

ATTORNEY'S NAME

NAME OF LAW FIRM

I understand that Prudential Insurance Company of America ("Prudential") cannot, and has not provided tax advice to me and/or my Firm, and further, neither I, nor my Firm is to construe the following information as tax advice. I understand that adverse tax consequences to me and/or my Firm are possible if I structure my attorney fees, and that Prudential strongly recommends that I and/or my Firm consult a personal tax advisor regarding the applicable sections of the Internal Revenue Code ("IRC"), and the potential impact to me and/or my Firm in the event this transaction is challenged by the Internal Revenue Service ("IRS") and/or a state/local taxing authority.

I have requested that my attorney fees be included with the structured settlement on behalf of the above-named claimant. It is possible that I may not achieve the tax consequences I desire if I structure these fees. It is also possible that an assignment of liability to pay my fees might make adverse tax consequences even more likely.

I am signing and returning this Acknowledgment and Hold Harmless Agreement to Prudential as I wish to structure my attorney fees so that Prudential can accept liability or issue the annuity contract or certificate. Prudential's acceptance of this Agreement is based on the holding of *Childs v. Commissioner*, 103 T.C. 634 (1994), aff'd, No. 95-8762 (11th Cir. June 11, 1996) (per curiam).

#### **ACKNOWLEDGMENT AND HOLD HARMLESS AGREEMENT**

I represent that I am (1) a service provider "actively engaged in the trade or business of providing substantial services, other than (i) as an employee or (ii) as a director of a corporation" and (2) provide such services to multiple unrelated service recipients within the meaning of IRS Notice 2005-1. I further represent that the structuring of these fees was elected in a timely manner in accordance with applicable sections of the IRC and Treasury Regulations, and agree to indemnify and hold Prudential harmless in the event that the fee structuring is subject to IRC Section 409A, or results in any unanticipated acceleration of tax liability under any other IRC provision.

I recognize that the structuring of the attorney fee may not achieve the desired tax consequences (for example, if the taxpayer recognizes income under the accrual method of accounting), and agree that any risk of adverse federal, state and/or local tax consequences will be borne only by me.

I recognize and agree that payments will only be made in accordance with the schedule attached to the annuity contract or certificate, regardless of any tax consequences, and that such scheduled payments, whether in part or in whole, may not be accelerated, deferred, increased, decreased, or assigned for any reason.

I agree not to institute any proceeding or cause of action against, or make any complaint with respect to Prudential and its directors, employees, agents, successors, or assigns arising from any tax and related consequences.

I further agree to indemnify and to hold harmless Prudential and its directors, employees, agents, affiliates, successors, and assigns against any loss incurred by Prudential arising from any tax and related consequences, including, without limitation, costs, fees, including attorney's fees, penalties, and damages arising from or in any way connected with the attorney fee structuring agreed to by me and Prudential.

\_\_\_\_\_  
Attorney's Signature, Individually and on  
Behalf of the Law Firm

\_\_\_\_\_  
Date