

SERFF Tracking Number: MALF-125874257 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 40694
Company Tracking Number: FORM 1-PSIA GAC
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.003 Single Premium
Variable and Variable
Product Name: Separate Account Group Annuity Contracts
Project Name/Number: /

the following basis:

Pooled separate investment, Form 1-PSIA, will be offered to contract holders who want to participate in the investment experience of certain identified John Hancock investment classes invested primarily in equity and/or debt securities on a market value basis.

Separate Investment Account, Form 1-SIA/Separate GIC, will be offered to contract holders who want to participate in the investment experience of Timber and Real Estate Separate Account investment classes that are primarily invested in real property, in contracts relating to real property, and in other investments or assets permitted by the account's established investment policy.

Under both contract forms, the contract holder is entitled to full pass through of the market value of assets, less any fees and expenses.

Each contract permits the contract holder the option to purchase fixed retirement benefit annuities on the lives of eligible participants in the qualified plan.

Please contact me with any questions or comments. I can be reached through SERFF, or at 617.663.4259 or abarr@jhancock.com.

Company and Contact

Filing Contact Information

Andrea Barr, Senior Compliance Analyst
601 Congress St
Boston, MA 02210
abarr@jhancock.com
(617) 663-4259 [Phone]
(617) 663-2995[FAX]

Filing Company Information

John Hancock Life Insurance Company
(U.S.A.)
601 Congress St.
CoCode: 65838
Group Code:
State of Domicile: Michigan
Company Type: Life

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Boston, MA 02210-2805
(617) 663-3000 ext. [Phone]

Group Name:
FEIN Number: 01-0233346

State ID Number:

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Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: \$50.00 per contract form x 2= \$100.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$100.00	10/27/2008	23495088

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/30/2008	10/30/2008

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Disposition

Disposition Date: 10/30/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	List of Variables for Form 1-PSIA GAC		Yes
Supporting Document	List of Variables for Form 2-PSIA GAC		Yes
Supporting Document	List of Variables for Form 1-SIA/Separate Account GAC		Yes
Supporting Document	List of Variables for Form 2-SIA/Separate Account GAC		Yes
Form	Pooled Separate Investment Account Contract		Yes
Form	Application for Pooled Separate Investment Account Contract		Yes
Form	Timber and RESA Separate Account Contract		Yes
Form	Application for Timber and RESA Separate Account Contract		Yes

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Form Schedule

Lead Form Number: Form 1-PSIA GAC

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	Form 1-PSIA GAC	Policy/Contract	Cont Pooled Separate Investment Account Contract Certificate	Initial			Form 1-PSIA.pdf
	Form 2-PSIA GAC	Application/Form	Application for Pooled Separate Investment Account Contract	Initial			Form 2-PSIA Application.pdf
	Form 1-SIA/GAC	Policy/Contract	Cont Timber and RESA Separate Account Contract Certificate	Initial			Form 1 SIA-Separate Account GAC.pdf
	Form 2-SIA/GAC	Application/Form	Application for Timber and RESA Separate Account Contract	Initial			Form 2-SIA Separate Account GAC Application.pdf



JOHN HANCOCK LIFE INSURANCE COMPANY U.S.A.
Bloomfield Hills, Michigan

GROUP ANNUITY CONTRACT NUMBER: [1]GAC

EFFECTIVE DATE:

CONTRACT HOLDER:

Contributions made by the Contract Holder to this Contract shall participate on a pooled basis in the investment experience of the Investment Classes of John Hancock's Separate Investment Accounts. THE INVESTMENT CLASSES, BEING VALUED AT MARKET, ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

This Contract is delivered in and subject to the laws of {2 _____}.

This page, the Application and Investment Directive, and the following pages constitute the entire Contract which is agreed to by the Contract Holder and John Hancock and it shall supersede any prior agreements, written or oral, between them.

Signed for the John Hancock at Bloomfield Hills, Michigan.

Countersigned by _____, Registrar, on _____

Pooled Separate Investment Account
Non-Contributory/Plan Reference
Un-Allocated

Form 1-PSIA GAC

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ARTICLE I. DEFINITIONS

Act

Act means the Employees Retirement Income Security Act of 1974, as amended.

Business Day

Business Day means a day on which the New York Stock Exchange is open for business.

Code

Code means the Internal Revenue Code of 1986, as amended.

Contract Holder

Contract Holder means the Trustees of {3}, acting under a trust agreement in effect on the Effective Date of this Contract and entered into by and between the Employer and the Contract Holder and their respective successors, as it may be amended from time to time. John Hancock is not a party to the trust agreement.

Contract Holder Fund(s)

Contract Holder Fund(s), also referred to as Fund(s), means the bookkeeping accounts maintained by John Hancock under each Investment Class with respect to Contributions assigned or transferred thereto pursuant to the Application and Investment Directive of the Contract Holder, exclusively for GAC No. {1}

Contributions

Contributions means the amount paid or transferred by or on behalf of the Contract Holder to John Hancock under this Contract.

Effective Date

The Effective Date of this Contract is as set forth in the Application.

Employer

Employer means {4} and each of its subsidiary, affiliated or associated companies which adopt the plan.

Investment Classes

Investment Classes means the pooled Investment Classes that are established by John Hancock in accordance with applicable laws and regulations and maintained at Market Value. The Contract Holder may allocate Contributions to one or more of the Investment Classes.

Investment Policy

Investment Policy means those investment objectives and permitted asset categories established by John Hancock for each of its Investment Class.

Management Fee

Management Fee means the John Hancock administrative expenses and investment management fee applicable to each Investment Class. The Management Fee may be changed by John Hancock upon a thirty (30) day advance written notice.

Market Value

Market Value is the value of the assets under the Separate Investment Account as of the Valuation Date.

ARTICLE I. DEFINITIONS-Continued

Participant

Participant means any active, terminated or retired employee or the survivor or beneficiary of such employee.

Plan

Plan means the {5_____} as it may be amended from time to time. The Plan is not a part of this Contract. John Hancock's rights and obligations shall be governed by the provisions of the Contract notwithstanding any contrary provisions of the Plan.

Plan Year

Plan Year means the twelve-month period commencing on each {____6____}, beginning {____6____} and ending on the following {__6_____}.

Separate Investment Account

Separate Investment Accounts are the separate investment accounts maintained by John Hancock for the investment of separate account funds of pension and profit sharing Plans.

Transfer Date

Transfer Date for withdrawals and transfers from the Contractholder Fund(s) shall be the date that is mutually agreed upon between John Hancock and the Contract Holder.

Units

Each Investment Class will be divided into Units. Increases or decreases in the number of Units is determined by dividing any amounts added to or withdrawn from the Investment Class by the current Unit Value. As of any Valuation Date the value of this Contract will equal the number of Units allocated to this Contract multiplied by the current Unit Value.

Unit Value

The Unit Value of each Investment Class will be equal to the result of dividing the market value of the Investment Class by the total number of Units on the Valuation Date, as determined by John Hancock.

Valuation Date

The Valuation Date of each Investment Class is each normal Business Day of John Hancock on which the financial markets are open.

ARTICLE II. CONTRACT HOLDER FUND PROVISIONS

SECTION 1. CONTRACT HOLDER FUND(S)

The Contract Holder may establish Fund(s) in each of the Investment Classes offered by John Hancock. The Contract Holder shall in a written notice specify the Fund(s) to be maintained under this Contract and identify the Contributions to be added to each Fund. Such instructions may be changed from time to time by filing written notice with John Hancock.

The balance in the Fund on any date is equal to the sum of all additions to the Fund less all withdrawals from the Fund. Additions consist of Contributions and adjustments credited to the Fund for investment income and capital gains as described in Section 2 below. Withdrawals consist of adjustments withdrawn for expenses, fees, and taxes, if applicable by law, and capital losses as described in Section 2 below and withdrawals and transfers from the Fund as described in Section 3 below.

SECTION 2. ADJUSTMENTS TO THE CONTRACT HOLDER FUND

For the purpose of allocating investment experience to the Fund(s), each investment class will be valued on each Valuation Date, on the basis of the Market Value of the specific assets held in such class. The Market Value of the Funds is reported net of any transactional charges. If there is no readily available market value for any assets in the Funds, John Hancock shall determine the Market Value in accordance with generally accepted practices.

The following adjustments, if applicable, shall be made to the Contract Holder Fund:

- A. Contributions. Contributions remitted by the Contract Holder to the John Hancock shall be deposited in the Fund(s) under GAC No. { 1 }.
- B. Adjustments on Account of Investment Experience. As of the Valuation Date, the John Hancock shall make adjustments to the Fund(s) in the manner described below for the investment income, capital gains and losses and expenses to be added to or withdrawn from the Fund.
 - (i) Investment Income. Adjustments shall be made for investment income earned and will be added as of the Valuation Date.
 - (ii) Realized Capital Gains and Losses. Adjustments shall be made for realized capital gains and losses and will be added or subtracted as of the Valuation Date.
 - (iii) Unrealized Capital Gains and Losses. Adjustments shall be made for the unrealized capital gains and losses and shall be added or subtracted to the Fund as of the Valuation Date.
 - (iv) Fees and Expenses.
 - a) Management Fee: A Management Fee shall be calculated and deducted on each Valuation Date. The amount of such fee shall be equal to the product of the daily equivalent of the annual Management Fee associated with the Investment Class and the balance in the Fund.
 - b) Expenses for Special Services: John Hancock shall determine the expenses for any special services requested by the Contract Holder. Special services include, but are not limited to, contractual amendments.

ARTICLE II. CONTRACT HOLDER FUND PROVISIONS—Continued

Transaction charges such as trading costs and securities brokers commissions incurred in the purchase or sale of investments or any other charge attributable to investments in the Investment Class shall be charged to the Investment Class.

If applicable by law, adjustments shall be made for taxes apportioned to the Investment Class.

In determining the adjustments to a Fund as of any Valuation Date, John Hancock may estimate the amount of such adjustments. Any correcting charges or credits shall be made to such estimated adjustments by John Hancock as soon as practicable. However, any estimated adjustments agreed upon between John Hancock and the Contract Holder to be used in determining the balance in the Fund on any date shall be conclusive for the purposes of this Contract and shall not be subject to modification.

John Hancock shall furnish the Contract Holder with a written monthly report of the value of the Fund.

SECTION 3. WITHDRAWALS AND TRANSFER OF CONTRACT HOLDER FUND(S)

A. Transfer of Contract Holder Fund(s)

Amounts may be transferred

- (a) to the Contract Holder, another trustee or another insurance company, and
- (b) between Funds,

upon written notice from the Contract Holder specifying the Transfer Date, the amount to be transferred and the Funds from which the transfer is to be made, and, if the transfer is in accordance with (a) above specifying

- (c) that the Contract Holder has designated itself, such other trustee or such other insurance company, to fund all or part of the benefits of the Plan or any successor or substitute plan which replaces the Plan,
- (d) the name and address of such designee, and
- (e) if the plan is a successor or substitute plan, that such plan satisfies the plan qualification requirements of Section 401(a) or 414(d) of the Code or acts amending or replacing such Section.

ARTICLE II. CONTRACT HOLDER FUND PROVISIONS-- Continued

Any transfer of Contract Holder Fund(s), described in (A) above, shall be valued using the closing Unit Value of the Business Day immediately preceding the Transfer Date. The Transfer Date for withdrawals and transfers of Contract Holder Fund(s) shall be the date that is mutually agreed upon between John Hancock and the Contract Holder.

Withdrawals and Transfers of Contract Holder Fund(s) may be deferred, however, when banking activities have been suspended, when security exchanges are closed, when there is restricted trading on any stock exchange, or when an emergency or other circumstances beyond the control of John Hancock exists and as a result of which disposal of securities is impractical, or John Hancock cannot determine the Market Value of assets in the Funds. John Hancock may also defer making any transfers in cash for such period as needed if it determines that the appropriate amount and character of securities cannot be liquidated without undue sacrifice. John Hancock shall have the option to transfer, in lieu of cash, the securities which otherwise would have been liquidated. No transfers of securities will be made except as permitted by applicable laws.

SECTION 4. MANAGEMENT OF THE SEPARATE INVESTMENT ACCOUNT

In accordance with the laws of Massachusetts, John Hancock shall be the sole owner of the assets in and shall have the sole right to control, manage, and administer each of its Investment Classes, and may take any action which, in its judgment, is necessary or desirable for carrying out its duties including but not limited to the right:

- (a) to invest all monies awaiting long term investment and not distributable under Section 3. above, in John Hancock's Short Term Security Class or in short term interest bearing or discounted securities issued by corporations or governments, or in interest bearing accounts maintained at or certificates of deposit issued by banks;
- (b) to invest and reinvest all monies attributable to an Investment Class in such securities of any kind or character which John Hancock in its sole discretion may select consistent with the investment policy established by John Hancock for such Investment Class;
- (c) to sell, convey, transfer, exchange and otherwise dispose of property from time to time in such manner and upon such terms as John Hancock in its sole discretion may determine;
- (d) to retain in cash without liability for interest such funds as John Hancock shall deem reasonable; and
- (e) to establish or withdraw upon ninety (90) days advance written notice any of its Investment Classes.

John Hancock acknowledges that it is a fiduciary as defined in the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, with respect to its management of the plan assets invested in its Separate Investment Accounts and further acknowledges, to the extent relevant, the applicability of Section 405 (d) of ERISA.

The assets in any Separate Account, excluding any non-contract holder deposits allocated by John Hancock for its own account, shall not be chargeable with any liabilities arising out of any other business John Hancock may conduct.

The Contract Holder, its successors and assigns, shall have no individual ownership in or right to any investments or assets in the Separate Investment Accounts. Neither the allocation to this Contract of a pro-rata share of monies in any Investment Class or Classes nor the records and accounts kept in connection therewith shall be deemed to confer any ownership.

ARTICLE III. DISCONTINUANCE AND TERMINATION

SECTION 1. DISCONTINUANCE BY THE CONTRACT HOLDER

The Contract Holder may at any time discontinue this Contract by written notice to John Hancock. The effective date of such discontinuance will be the later of the date specified in such notice and the date that is at least 30 days after the date written notice is received by John Hancock or on a date mutually agreed upon by John Hancock and the Contract Holder.

Any request by the Contract Holder to transfer all of the Fund(s) in accordance with Article II, Section 3 shall also constitute a discontinuance by the Contract Holder.

SECTION 2. DISCONTINUANCE BY THE JOHN HANCOCK

John Hancock may at any time discontinue this Contract by giving the Contract Holder thirty (30) days written notice, if:

- (a) The Plan no longer constitutes a qualified Plan according to Section 401(a) or 414(d) of the Internal Revenue Code.
- (b) The Contract Holder fails to meet its obligations under this Contract.
- (c) The Contract Holder has transferred all or a significant portion of the Fund(s) to another funding agent of the Plan, or the Contract Holder has not contributed at anticipated levels, and/or John Hancock no longer considers it a sound business practice to continue the Contract.
- (d) The Contract Holder is relieved of or has discharged all of its duties and obligations under the Plan.

The discontinuance shall be effective as of a date specified in the written notice by John Hancock and supersedes any date established under the first paragraph of Section 1.

SECTION 3. EFFECT OF DISCONTINUANCE

Upon discontinuance, no further Contributions will be accepted by John Hancock and transfer of the Funds will be made in accordance with Article II, Section 3 of this Contract. If the Contract Holder does not provide appropriate information as required under Article II, Section 3 of this Contract, John Hancock has the right to transfer the Contract Holder's assets held under this Contract to an escrow account or a non-interest bearing account. The Transfer Date shall be the same date as the discontinuance date.

SECTION 4. CONTRACT TERMINATION

This Contract shall terminate when John Hancock has completed all payments due hereunder and there are no assets remaining in the Contract.

ARTICLE IV. GENERAL PROVISIONS

Purchase of Benefits. At the option of the Contract Holder, retirement benefits may be purchased for Participants in the Plan, in a manner mutually agreed upon between John Hancock and the Contract Holder. The conditions and provisions pertaining to such purchases will be described in an amendment to this Contract. If an annuity is purchased, the John Hancock will issue a certificate to such Participant.

The rates applicable to purchase immediate annuities for Participants will be furnished by the John Hancock to the Contract Holder upon request. The rates will not be less favorable than rates based on the following assumptions:

Mortality: The 1994 Group Annuity Reserving Table with full generational projection using Scale AA

Interest: 1.5%

Loading: 1.5% of gross premium, plus any applicable state premium tax.

If it is discovered that the age, sex or any other relevant fact with respect to a Participant is erroneous, an adjustment will be made in the amounts withdrawn from the Fund on account of such Participant or in the annuities payable by the John Hancock on account of such Participant, or both. The John Hancock will not be liable to pay any greater annuity with respect to any payee than that which would be payable on the basis of the correct information and the actual amounts withdrawn from the Fund.

Assignment of Contract. This Contract and its benefits and obligations shall not be assigned without the written consent of the Contract Holder or John Hancock.

Modification of Contract. This Contract may be amended at any time by written agreement between John Hancock and the Contract Holder. Only the President, a Vice President, the Secretary, or an Assistant Secretary of John Hancock has authority on behalf of John Hancock to amend or waive any of the provisions of this Contract.

Control of Contract. John Hancock shall deal exclusively with the Contract Holder. The Contract Holder shall act for and on behalf of the Employer in any matter pertaining to this Contract and each such act shall be binding on the Employer. Neither the Contract Holder, nor any Employer shall be considered the agent of John Hancock for any purpose under this Contract.

Non-Waiver of Contract Provisions. The failure of John Hancock or the Contract Holder to perform or to insist upon the strict performance of any provision of this Contract shall neither constitute a waiver on the part of John Hancock or the Contract Holder of its right to perform or to require the performance of such provision nor estop it from exercising any other rights it may have under this Contract.

Grace Period. A grace period of thirty-one (31) days from any due date, during which time this Contract shall remain in effect, will be granted to the Contract Holder for the payment of any Contributions.

ARTICLE IV. GENERAL PROVISIONS - Continued

Miscellaneous. Contributions and any other amounts payable shall be paid by the Contract Holder to John Hancock. Wire instructions are available upon request.

The phrase "written notice" means a written notice filed with John Hancock or at the designated office of the Contract Holder, as applicable.

APPLICATION AND INVESTMENT DIRECTIVE
to the
JOHN HANCOCK LIFE INSURANCE COMPANY U.S.A. ("JOHN HANCOCK")
Bloomfield Hills, Michigan

Application is made by { _____ 1 _____ }, ("Contract Holder") for a Group Annuity Contract No. { _____ 2 _____ } GAC ("Contract"), covering certain participants under the { _____ 3 _____ } Pension Plan. The Contract, which provides for participation in one of the pooled Investment Classes of John Hancock Separate Investment Account, is being reviewed by the Trustee of { _____ 4 _____ }

{ 5 Address of Contract Holder }

The Contract Holder understands that John Hancock will be willing to act in accordance with the terms of the Contract prior to the Contract Holder's formal acceptance of the terms of the Contract. In the event the Contract Holder wishes to make Contributions before it has completed its review of the Contract, John Hancock will accept the Contributions for investment as directed in this Application and Investment Directive.

The Contract Holder represents that the Plan is qualified as described in Section 401(a) or 414(d) of the Internal Revenue Code of 1986 and will provide an IRS Determination Letter to that effect or, if such letter is unavailable, a statement from Counsel that in the Counsel's opinion the Plan is properly qualified. The Contract Holder will advise John Hancock if the Plan ceases to be so qualified.

The Contract Holder understands that no Contributions shall be added to the Separate Investment Account prior to the date the Contract Holder furnishes the John Hancock with a copy of the I.R.S. Determination Letter or opinion of Counsel.

The Contract Holder agrees to transmit to John Hancock Contributions payable in accordance with the terms of Group Annuity Contract No. { _____ 1 _____ } GAC. John Hancock is hereby directed to invest such moneys as follows:

In the Separate Investment Account.

{ _____ 6 _____ } % of the Contributions to the { _____ 6 _____ } Class.

{ _____ 6 _____ } % of the Contributions to the { _____ 6 _____ } Class.

{ _____ 6 _____ } % of the Contributions to the { _____ 6 _____ } Class.

By its signature below, the undersigned represents, acknowledges and agrees as follows:

(i) that it is a corporation/bank/etc. duly organized and in good standing under the laws of { _____ 7 _____ }, and has its principal place of business located at { _____ 8 _____ };

(ii) that it is purchasing the Contract for investment, and not for distribution or resale, either for its own account or in its capacity as a fiduciary under or on behalf of one or more trusts, accounts, agency agreements or other contractual arrangements, maintained *solely* for and on behalf of pension or profit sharing plans which (a) meet the requirements for qualification under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") or (b) are governmental plans as defined in Section 414(d) of the Code; with full power and authority to execute and deliver this Application and to enter into the Contract in such capacity.

(iii) that (a) it is solely responsible for determining whether that Contract is suitable for the purpose intended, (b) it has carefully read the Contract (including the investment guidelines attached to and made a part thereof) and this Application before signing this Application, (c) it has had a reasonable opportunity to make such inquiries as it deemed necessary prior to signing this Application, (d) it has received or had access to such additional information as it deemed necessary in connection with its decision to sign this Application, and (e) it understands and accepts the risks inherent in the kinds of assets described in the aforementioned investment guidelines.

This Investment Directive shall remain in effect until John Hancock is directed otherwise by the Contract Holder or its designee.

Upon receipt of the Letter of Acceptance from the Contract Holder accepting the terms of the Contract, John Hancock shall make this Application and Investment Directive a part of the Contract. **The Contract shall then be filed with the { 7 } Insurance Department for approval.**

The Contract Holder understands that prior to the issuance of the Contract, John Hancock shall transfer to the Contract Holder the Market Value of the assets held under the Contract, less applicable contractual expenses, if any of the following events occur:

1. The Contract Holder requests a transfer of the assets.
2. The Contract Holder and John Hancock do not mutually agree upon the terms of the Contract.
3. Substantial changes must be made in the Contract form as finally agreed upon between John Hancock and the Contract Holder, in order to satisfy the requirements of the { 7 } Insurance Department or any other regulatory authority, and such changes are unacceptable to either the Contract Holder or John Hancock.

The effective date of transfer shall be that which is mutually agreed upon by John Hancock and the Contract Holder.

The Contract Holder understands that the Contract cannot be formally issued by John Hancock until it has been approved by the { 7 } Insurance Department.

{ 9 } is designated as the agent-broker to receive any commissions payable on any Contract issued on this Application, provided that he is duly licensed as required by law.

Dated at { 13 }, { } this { } day of { }, 20__.

(NAME OF CONTRACT HOLDER){ 1 }

By: _____
Title: _____

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ARTICLE I. DEFINITIONS

Annuity Start Date

Annuity Start Date means the date on which John Hancock receives notice, in accordance with Article V of this Contract, that a Designated Participant has attained age 90 or has died. FOR INSTITUTIONAL PURCHASERS OTHER THAN US PENSION PLANS.

Business Day

Business Day means any day other than a Saturday or Sunday or any other day on which commercial banks are authorized to be closed in Boston, Massachusetts.

Code

Code means the Internal Revenue Code of 1986, as amended

Committed Contribution

Committed Contribution means [6 Million Dollars (\$XXX,000,000.00)], in currency of the United States of America, to be paid by the Contract Holder to John Hancock for allocation to the Separate Account under the terms of this Contract.

Contract

Contract means this Group Annuity Contract Number [1 GAC] between the Contract Holder and John Hancock Life Insurance Company U.S.A.

Contract Holder

Contract Holder means [_____ 3 _____].

Contract Year

The first Contract Year commences on the Effective Date and ends one day prior to the first anniversary of such date. Each subsequent Contract Year will begin on the succeeding anniversary of the Effective Date. FOR CLOSED END FUNDS ONLY.

Contribution Date

Contribution Date means a date upon which a Contribution may be required of the Contract Holder under the terms of this Contract.

Contributions

Contributions mean the amounts actually paid by the Contract Holder to John Hancock under the terms of this Contract, from time to time.

CPI-U Index

CPI-U Index means the monthly Consumer Price Index for all Urban Consumers ("CPI-U") published by the United States Bureau of Labor Statistics, as most recently published. If such Index is no longer published, then CPI-U Index shall mean the index selected by John Hancock which provides a similar measurement of inflation in the United States. RELEVANT TO PERFORMANCE INCENTIVE FEE.

ARTICLE I. DEFINITIONS

Designated Participants

Designated Participants means the Participants specifically designated by the Contract Holder in Exhibit C to this Contract or in any subsequent amendment to the Contract. FOR INSTITUTIONAL PURCHASERS OTHER THAN US PENSION PLANS.

Effective Date

The Effective Date of this Contract is as set forth in the Application.

Employee

Employee means any individual employed (or formerly employed) by the Employer Contract Holder.

Employer

Employer means [_____7_____]. FOR CONTRACTS ISSUED TO US PENSION PLANS.

Fees and Expenses

Fees and Expenses mean those fees and expenses described in Article II, Section 4(c).

Internal Rate of Return

Internal Rate of Return means the interest rate at which the present value of all distributions to the Contract Holder each discounted back from the date of each such distribution to the date of the Contract Holder's initial Contribution, is equal to the present value of all Contributions, each discounted back from the date of each such Contribution to the date of the initial Contribution. RELEVANT TO PERFORMANCE INCENTIVE FEE ONLY.

Investments

Investments mean investments, directly or indirectly through the purchase of equity and/or debt securities, in real property and in contracts relating to real property, and in other investments or assets permitted by the Investment Policy. ACCOUNTS VARY. FOCUS MAY BE ON REAL PROPERTY, SECURITIES, OTHER INVESTMENTS OR COMBINATIONS OF EACH.

Investment Manager

Investment Manager means [_____8_____]. APPLICABLE IF JOHN HANCOCK EMPLOYS A PORTFOLIO SUB-MANAGER.

Investment Period

Investment Period means two years from the Effective Date of this Contract, provided that, John Hancock shall have the right to extend the Investment Period for an additional one-year period if the Committed Contributions are not invested by the second anniversary of the Effective Date of this Contract. FOR CLOSED END FUNDS ONLY.

ARTICLE I. DEFINITIONS

Investment Policy

Investment Policy means those investment objectives and permitted asset categories established for the Separate Account as voted by John Hancock's Board of Directors, or a committee thereof or its officers charged with the duty of investing the funds of John Hancock, a copy of which is set forth as Exhibit A hereto.

John Hancock

John Hancock means John Hancock Life Insurance Company U.S.A., Bloomfield Hills, Michigan.

Market Value

Market Value means the market value of the Separate Account and refers to the value of all of the assets allocated to the Separate Account, as determined in accordance with Article II, Section 4.

Participant

Participant means any active or terminated Employee or retiree for whose benefit the amounts under this Contract are held, or the survivor or beneficiary of such an Employee or retiree. FOR CONTRACTS ISSUED TO US PENSION PLANS.

Plan

Plan means those plans listed on Exhibit B, as amended from time to time, both singularly and collectively as the context may require. FOR CONTRACTS ISSUED TO US PENSION PLANS.

Proportionate Share

Proportionate Share means the Contract Holder's pro rata interest in the Separate Account's Market Value, which initially shall be the ratio of its initial Contribution on the applicable Contribution Date to the Market Value of the Separate Account on such date. Although Market Value may change, the resulting percentage shall remain constant until such time as additional Contributions are made by, or withdrawals are paid to, the Contract Holder or other contract holders of the Separate Account. The Proportionate Shares of the Contract Holder and of each other contract holder of the Separate Account will be recalculated from time to time as of the date of each subsequent Contribution to and each withdrawal, or deemed withdrawal, from the Separate Account, based on Market Value of the Separate Account at each such date.

Separate Account

Separate Account means the pooled Separate Investment Account Number [4] maintained by John Hancock exclusively for this Contract and other similar contracts in accordance with applicable law.

Trust

Trust means the Trust represented by the Contract Holder in its capacity as Trustee, under Trust Agreement dated as of [9], by and between [3] and [10] Trust Company, and any successor thereto, as the same may be amended from time to time. FOR CONTRACTS ISSUED TO US PENSION PLANS.

ARTICLE I. DEFINITIONS

Trustee

[10] Trust Company acting solely in its capacity as Trustee of the Plan, or any successor trustee. FOR CONTRACTS ISSUED TO US PENSION PLANS.

ARTICLE II. PROVISIONS PERTAINING TO THE SEPARATE ACCOUNT

SECTION 1. REQUIREMENTS FOR PARTICIPATION

The Contract Holder represents that the Plan(s) sponsored or administered by the Contract Holder or any of its participating Employers meet the requirements for qualification as a Governmental Plan under Section 414(d) of the Code or acts amending or replacing such Section, or before Contributions to the Separate Account will be accepted, Contract Holder shall furnish John Hancock with a copy of the determination letter from the Internal Revenue Service (or with opinion of counsel reasonably satisfactory to John Hancock) indicating that each Plan meets the requirements for qualification under Section 401(a) of the Code. The Contract Holder shall not permit the assets of the Plan to be contributed to the Separate Account unless the Contract Holder is expressly directed by the named fiduciary for such Plan, or its delegate, to make Contributions to the Separate Account or is expressly authorized to manage, or to appoint investment managers to manage, the assets of such Plan under the terms or procedures specified in the Plan. IF SEPARATE ACCOUNT IS MAINTAINED FOR US PENSION PLANS

The Contract Holder shall deliver to John Hancock a duly executed Form W-8EXP indicating that the Contract Holder meets the requirements for exemption from United States Federal income tax under Section 892 of the Code. IF SEPARATE ACCOUNT IS MAINTAINED FOR FOREIGN SOVEREIGN INVESTORS.

The Contract Holder represents it is acquiring the Contract, with no intention of distributing, selling or transferring any portion thereof, and understands that its ability to transfer this Contract is restricted under the terms, conditions and procedures sets forth in Article III, Section 2.

SECTION 2. INVESTMENT STRUCTURE AND POLICY OF THE SEPARATE ACCOUNT

- (a) ***Nature of Account*** The Separate Account is maintained as a pooled separate investment account by John Hancock in accordance with applicable provisions of law. The assets in the Separate Account will be owned by John Hancock, will be designated on the books of John Hancock as held for the Separate Account, and will be maintained at market value. The value of the assets allocated to the Separate Account is not guaranteed by John Hancock. Assets allocated to and maintained in the Separate Account shall not be chargeable with any liabilities arising out of any other business John Hancock may conduct.
- (b) ***Investment of Account: Investment Objectives*** The funds in the Separate Account shall be invested in accordance with the Separate Account's Investment Policy, as in effect from time to time (a copy of the Investment Policy as in effect on the date of this Contract is set forth in Exhibit "A"), as voted by John Hancock's Board of Directors, or a committee thereof or the officer charged with the duty of investing the funds of the company. As provided in Exhibit "A", such investments may be made directly or indirectly utilizing limited partnerships, limited liability companies, joint ventures, commingled funds and such other entities, as may be appropriate and consistent with this Contract.

SECTION 3. PAYMENT OF COMMITTED CONTRIBUTIONS

John Hancock, upon not less than two (2) Business Days' prior written notice, will require the Contract Holder to make payments of Contributions for allocation to the Separate Account totaling in the aggregate the Committed Contribution on the dates so specified in said notice; provided however that the aggregate of the Contributions so required shall not exceed the Committed Contribution.

John Hancock will commit to purchase Investments for the Separate Account in reliance upon payment by the Contract Holder of its Committed Contribution in accordance with this Contract. In the event that

ARTICLE II. PROVISIONS PERTAINING TO THE SEPARATE ACCOUNT

the Contract Holder fails to pay the Committed Contributions to John Hancock on the date required in accordance with the provisions of this Contract, then all actual and reasonable expenses incurred by John Hancock by reason of said failure shall be itemized and presented by written notice, mailed by first-class United States mail to the Contract Holder, which shall forward payment to John Hancock within thirty (30) days of the date thereof. Failure to remit payment within said period shall result in the assessment of an interest expense charge, compounded daily, equal to the prime rate announced from time to time by Bank of America at Boston, Massachusetts, plus 2% per annum. At John Hancock's option, the entire expense shall be deductible from such Contract Holder's cash flow, if any, in addition to the expenses as defined in Section 4 below and until paid, will be deducted from the Contract Holder's Contribution under this Contract.

SECTION 4. MARKET VALUE DETERMINATION

As of the last business day of each calendar quarter, or on any more frequent date determined by John Hancock, John Hancock shall adjust the Market Value of the Separate Account in the following manner and in accordance with its regular procedures in effect at the time such adjustments are made.

The Market Value of the Separate Account on any date shall be equal to the sum of the values of each Investment allocated to the Separate Account as most recently valued or appraised (determined by the most recent complete appraisal or appraisal update conducted in accordance with Exhibit B hereto) plus all Additions to the Separate Account, less all Withdrawals from the Separate Account, plus the then current market value of any temporary or short-term investments allocated to the Separate Account. Additions shall consist of Contributions received from the Contract Holder and from other relevant contract holders, Investment Income, as defined below, and Capital Gains, as defined below. Withdrawals shall consist of cash flows distributed to the Contract Holder in accordance with Section 5 below and to other relevant contract holders under similar contracts, Capital Losses, as defined below, and Fees and Expenses, as defined below, and taxes, if any. Until an initial appraisal is obtained for any real property, the Market Value of that Investment shall be its book value (i.e., its purchase price, including transaction costs) as determined in accordance with generally accepted accounting principles, consistently applied and as in effect in the United States. Thereafter, the Market Value of a real property Investment shall be its most recent appraised value (determined in accordance with Exhibit B hereto).

- (a) **Investment Income** Investment Income shall include all income and gains, net of any losses, realized or unrealized, allocated to the Separate Account during the reporting period (without duplication of amounts already reflected in the value of assets allocated to the Separate Account). All of such income, gains and losses allocated to the Separate Account shall be credited to or charged against the Separate Account without regard to other income, gains or losses of John Hancock.
- (b) **Capital Gains and Losses** Capital Gains and Losses shall include all capital gains and losses, realized and unrealized as the case may be, during the reporting period (without duplication of amounts already reflected in the value of assets allocated to the Separate Account), as determined by appraisal or sales of the real property Investments and other related assets, if any. The adjustments for any other assets will be determined by their then current market value. All of such Capital Gains and Losses allocated to the Separate Account shall be credited to or charged against the Separate Account without record to other income, gains or losses of John Hancock.

ARTICLE II. PROVISIONS PERTAINING TO THE SEPARATE ACCOUNT

- (c) **Fees and Expenses** Fees and expenses shall be as follows, each of which shall be separately stated:
- (1) a Group Annuity Management Fee calculated on the average of the Market Value of the Separate Account, as described in the Fee Schedule in Article IV, Section 1;
 - (2) an Annual Portfolio Management Fee based on the Market Value of the Separate Account (excluding any temporary or short-term investments), assessed quarterly, as described in the Fee Schedule in Article IV, Section 2;
 - (3) a Performance Incentive Fee, as described in the Fee Schedule in Article IV, Section 3; and
 - (4) direct management expenses of the Separate Account, including but not limited to the following expenses:
 - (A) all costs and expenses incident to any per acre assessments;
 - (B) audit and accounting fees of independent certified public accountants;
 - (C) brokers' commissions incurred in connection with real property and securities transactions for the Separate Account;
 - (D) taxes and assessments, including real and personal property taxes and assessments, securities issuance and transfer taxes, and taxes, fees and assessments payable to federal, state or other governmental agencies with respect to assets allocated to the Separate Account;
 - (E) interest, fees, charges, repayments of principal, and all other costs payable on borrowings, if any, by John Hancock in connection with the Separate Account;
 - (F) expenses in connection with the acquisition or sale of Investments;
 - (G) costs and expenses of independent appraisers retained to make the appraisals of real property Investments allocated to the Separate Account (Appraisal procedures for properties are set forth in Exhibit "B");
 - (H) all costs and expenses connected with the acquisition, disposition, improvement, maintenance, repair, leasing and ownership of the assets held in the Separate Account including any legal and closing costs connected therewith;
 - (I) cost of such insurance as is reasonably required, convenient or beneficial, in connection with the activities of the Separate Account;
 - (J) direct on-site real property management expenses, including but not limited to, supervisory activities such as timber cruises, property surveillance, the administration of sales, leases and licenses, real estate taxes, site preparation and reforestation, road and building construction and maintenance, insect, animal and stocking control, fire suppression cost and such other activities as are reasonable, appropriate and customary, including without limitation the fees (other than incentive fees, if any) of hired on-site property managers and other contractors, including any subsidiary or affiliate of John Hancock; and

ARTICLE II. PROVISIONS PERTAINING TO THE SEPARATE ACCOUNT

- (K) any other direct expenses incurred in the activities of the Separate Account or the protection of the Investments allocated thereto.
- (d) **Adjustments** In determining the adjustments to the Separate Account pursuant to this Article II, Section 4 as of any date, John Hancock may estimate the amount of such adjustments. Correcting charges or credits shall be made to such estimated adjustments by John Hancock as soon as practicable; provided, however, that any estimated adjustments used in determining the Market Value of the Separate Account on the date the Separate Account terminates shall be conclusive for the purposes of this Contract and shall not be subject to modification unless objected to in writing within sixty (60) days.

SECTION 5. DISTRIBUTION OF CASH FLOW

Cash flow less Fees and Expenses and reserves for working capital, if any, shall be distributed no less frequently than quarterly, in arrears, to the Contract Holder and to other relevant contract holders in accordance with their respective Proportionate Shares. Cash flow will be equal to the Investment Income received during the applicable period, plus the net proceeds from the sale of the Investments during such period that are not reinvested as described in Section 8(c) below, less a reasonable reserve for working capital. 11[At the written election of the Contract Holder provided to John Hancock not less than thirty (30) days in advance of any distribution of Cash Flow, John Hancock shall retain the Contract Holder's Proportionate Share of Cash Flow, or any portion thereof designated by the Contract Holder at the time of said election, and the amount of such distribution shall be considered and processed as an additional Contribution.]

SECTION 6. WITHDRAWALS AND TERMINATION OF THE CONTRACT

(a) Contract Holder Withdrawals NOT RELEVANT TO CLOSED END SEPARATE ACCOUNTS

The Contract Holder may withdraw and receive a distribution of all or a portion of the value of its Proportionate Share upon at least thirty (30) days' prior written notice to the John Hancock. Withdrawal requests shall be processed in accordance with the following procedures:

First, all assets (if any) allocated to the Contract Holder's Proportionate Share held in short-term investments as described in Section 8(b)(1) below with aggregate value in excess of reasonable reserves (i) for accrued and unpaid Fees and Expenses and (ii) for known contingent liabilities which are disclosed to Contract Holder shall be liquidated as soon as practical and the proceeds therefrom, less any outstanding Fees and Expenses, will be distributed to the Contract Holder as soon as possible, but no more than 12[thirty (30) days] after receipt by John Hancock of notice of the withdrawal.

Second, if needed to satisfy the withdrawal request, John Hancock shall use its reasonable efforts to redeem or otherwise liquidate a portion (not to exceed the Contract Holder's Proportionate Share) of other Investments that are allocated to the Separate Account. The proceeds, less any outstanding Fees and Expenses, and less any amounts which the Contract Holder in writing directs John Hancock to retain, shall be distributed to the Contract Holder promptly after the closing of the disposition.

If John Hancock determines that those investments which are to be liquidated in order to satisfy the withdrawal request in cash cannot be liquidated within ninety (90) days of its receipt of the notice required under this Section 6, or cannot be liquidated at such time without (in John Hancock's opinion) undue sacrifice to the Market Value of the Separate Account, then John Hancock shall so notify the Contract Holder. Upon receipt of such notification, the Contract Holder shall within thirty (30) days direct John Hancock in writing either (i) to transfer such Investments in kind to the Contract Holder or its

ARTICLE II. PROVISIONS PERTAINING TO THE SEPARATE ACCOUNT

nominee, or (ii) to direct John Hancock to continue to hold said Investments pursuant to this Contract. If directed to transfer Investments in kind, John Hancock and the Contract Holder shall cooperate and endeavor to transfer Investments selected by John Hancock (in its sole discretion) of sufficient market value to satisfy the requested withdrawal promptly following John Hancock's receipt of such direction. In the absence of such direction, John Hancock shall continue to hold Investments for the Separate Account and will endeavor (in the ordinary course of business of the Separate Account) to raise cash sufficient to honor all outstanding withdrawal requests. John Hancock will not be required to exercise other rights or remedies, including but not limited to any extraordinary rights or remedies not provided for under the operative documents relating to any limited partnership, limited liability company, or other investment fund, the interests of which may be held as Investments of the Separate Account.

Amounts withdrawn hereunder may be transferred from the Separate Account to the Contract Holder, or another funding agent upon written notice from the Contract Holder specifying the portion of the withdrawal to be transferred, and the name and address of the transferee designated by the Contract Holder.

In the event that any Investments held under the Separate Account are transferred in kind to the Contract Holder, John Hancock may elect to retain within the Separate Account sufficient assets to satisfy any outstanding obligations relating thereto until paid[, and shall cooperate fully with the Contract Holder in order to effect an orderly transition of property management responsibilities for any real property so transferred.

(b) Limitation on Withdrawals, Distributions and Transfers NOT RELEVANT TO CLOSED END SEPARATE ACCOUNTS

If the Contract Holder has requested a withdrawal and before such withdrawal has been paid in full, one or more additional contract holders of the Separate Account give notice of a withdrawal, such withdrawals will be completed on a pro rata basis, as determined in good faith by the John Hancock, based on the total value of all such requested withdrawals.

The Contract Holder acknowledges that the timing and amount of any withdrawal will depend on John Hancock's ability to liquidate or transfer investments, and that to the extent the investments allocated to the Separate Account consist of John Hancock's membership interests in one or more limited partnerships, limited liability companies, other investment funds, or privately placed securities, John Hancock's ability (and therefore its obligation) to liquidate such investments will be subject to the provisions of the Investment's operative documents as in effect from time to time. The Contract Holder acknowledges that, in reliance upon the Contract Holder's commitment (and similar commitments of other contract holders) to fund its Committed Contributions under this Contract, John Hancock may (on behalf of the Separate Account) (i) become a member of one or more limited partnerships, limited liability companies, or other investment funds, and, (ii) may thereby become contractually obligated to fund capital contributions to and purchase member interests therein, in accordance with the operative documents of such Investment, as in effect from time to time. John Hancock's ability to liquidate certain Investments to fund requested withdrawals may be subject to any then unfunded commitments to purchase membership interests in such Investments on behalf of the Separate Account.

No transfer of cash or Investments will be made, except as permitted by applicable laws and contracts.

(c) Termination of the Contract

In the event that any Plan is no longer qualified under Section 401(a) of the Code or is no longer a Governmental Plan under Section 414(d) of the Code, the Contract Holder, on behalf of such Plan, shall be deemed to have requested an immediate withdrawal of its prorated share of Contract Holder's Proportionate Share. FOR US PENSION PLANS. This Contract may also be terminated by John

ARTICLE II. PROVISIONS PERTAINING TO THE SEPARATE ACCOUNT

Hancock either in its entirety, or (in the case of a multi-employer or similar plan) with respect to any one or more Employers, as of the date specified in a written notice given by John Hancock to the Contract Holder that (A) John Hancock has been placed on notice by a governmental department or agency, attorney general or United States attorney of an objection to the insurance arrangement provided under this Contract, (B) the insurance arrangement provided under this Contract is prohibited to John Hancock, or any penalties are imposed on John Hancock with respect to the arrangement, under a law of the United States or any state, or a ruling of any governmental department or agency or any court, or (C) there is legislation or an action of a governmental department or agency, attorney general, United States attorney or court, or a settlement or consent decree in connection with any such action, which results in an increase in coverage, benefits or John Hancock's expenses (or any combination thereof) under the this Contract.

This Contract may be terminated by John Hancock at any time after the tenth anniversary of its effective date. In addition, John Hancock may terminate this Contract if John Hancock no longer offers new Contracts related to the Separate Account.

The failure of a Contract Holder to comply with any other term or condition of this Contract shall be deemed to be a request for a withdrawal of all of the value of its Proportionate Share and for a termination of this Contract; provided that John Hancock gives written notice of such failure to the Contract Holder at least ninety (90) days prior to the proposed termination date.

This Contract may also be terminated at any time by written agreement between the Contract Holder and John Hancock.

If this Contract is terminated, John Hancock may elect in its sole discretion to distribute Contract Holder's Proportionate Share in accordance with the procedures set forth in Section 6 (a) above as a deemed withdrawal, provided that John Hancock may distribute Separate Account assets selected by John Hancock (in its sole discretion) in kind, in an amount equal to the Contract Holder's Proportionate Share, at any time and without direction from or consent of the Contract Holder if reasonably necessary (in John Hancock's opinion) to preserve the Separate Account, its exemption from registration under applicable securities laws, or for reasons described in the first paragraph of this sub-section.

SECTION 7. TERMINATION OF THE SEPARATE ACCOUNT

The Separate Account shall be terminated when all investments have been liquidated, all proceeds have been distributed, all obligations have been satisfied, all Fees and Expenses have been paid and any annuities requested have been purchased.

The liquidation and distribution of the investments in the Separate Account will be completed no later than the end of the fifteenth (15th) Contract Year; provided, however, that John Hancock may extend the term of the Separate Account for an additional two (2) year period upon the approval of the Contract Holder. FOR CLOSED END FUNDS ONLY. CONTRACT HOLDER APPROVAL NOT RELEVANT TO POOLED ACCOUNTS.

SECTION 8. MANAGEMENT OF THE SEPARATE ACCOUNT

John Hancock shall be the sole owner of the assets in and shall have the sole right to control, manage, and administer the Separate Account. The Contract Holder, any Participant, Employee or Designated Participant, or their successors and assigns, shall have no rights or incidents of ownership in any investments or other assets of the Separate Account, and the provisions of this Contract and the records and accounts kept by John Hancock in connection herewith shall not be deemed to confer upon the Contract Holder any ownership of any portion of the assets allocated by John Hancock to the Separate

ARTICLE II. PROVISIONS PERTAINING TO THE SEPARATE ACCOUNT

Account. John Hancock may take any action which, in its judgment, is necessary or desirable for carrying out its duties in connection herewith, consistent with the Investment Policy of the Separate Account and shall, at a minimum, have the following rights and obligations.

- (a) **Fiduciary Status** John Hancock agrees to manage all assets invested in the Separate Account by the Contract Holder in accordance with the terms and provisions of the Contract. John Hancock acknowledges that it is a fiduciary and an investment manager with respect to the assets invested in the Separate Account.

The Contract Holder acknowledges that John Hancock also maintains, manages and provides investment advisory services for a number of other accounts and clients, including John Hancock's general investment account, various partnerships, and various registered and unregistered separate accounts. When opportunities occur which are consistent with the investment objectives or more than one account, it is the policy of John Hancock not to favor any one account over another, and investment opportunities shall be allocated in a manner deemed equitable to the particular accounts involved based on such factors as their respective investment objectives and then current investment and cash positions.

- (b) **Investment Levels**

(1) Subject to the other provisions of this paragraph, John Hancock shall endeavor to keep the assets in the Separate Account fully invested at all times in accordance with the Investment Policy. Assets not distributable under Section 5 above and awaiting long term investment shall be invested by John Hancock in short-term Investments permitted by the Investment Policy. It is anticipated that John Hancock shall retain an appropriate portion of the aggregate Market Value of the Separate Account, not in excess of five (5%) percent, as working capital for the Separate Account. FOR ACCOUNTS THAT INVEST DIRECTLY IN MANAGED REAL PROPERTY.

(2) Investments allocated to the Separate Account may be made on a leveraged basis, and borrowing against the aggregate value of the portfolio shall be permitted, provided that total borrowings outstanding at any time shall not exceed thirty-five (35%) percent of the Market Value of the Separate Account. FOR ACCOUNTS THAT PERMIT LEVERAGE.

- (c) **Investment Powers.** John Hancock shall be the sole owner of the assets in and shall have the sole right to control, manage, and administer the Separate Account and may take any action which, in its judgment, is necessary or desirable for carrying out its duties in connection therewith, including but not limited to the rights:

(1) to invest the Contributions and reinvest proceeds from the sale of Investments, in Investments that John Hancock in its sole discretion may select consistent with the Investment Policy established by John Hancock for the Separate Account;

(2) to sell, convey, transfer, exchange and otherwise dispose of property from time to time in such manner and upon such terms as John Hancock, in its sole discretion, may determine; and

(3) to utilize Investment Income and Cash Flow for the purpose of property improvement, property management, additions, etc., to pay Fees and Expenses contemplated by this Contract and other similar contracts, and to satisfy withdrawal requests contemplated by this Contract and other similar contracts.

- (d) **Audit of Separate Account Financial Statements.** John Hancock shall permit its financial statements, books and records relating to the Separate Account to be inspected and audited by an

ARTICLE II. PROVISIONS PERTAINING TO THE SEPARATE ACCOUNT

independent accounting firm selected by the Contract Holder or a duly authorized representative of the Contract Holder at reasonable times during the business hours of John Hancock, upon fifteen (15) business days' prior written notice, and at the Contract Holder's expense. Such inspection shall proceed in accordance with an auditing program submitted by the accounting firm or Contract Holder, as the case may be, at least five (5) business days prior to the audit. Such program shall set forth the proposed date the audit is to commence, the individuals who will be performing the audit and, in a manner sufficiently precise to permit John Hancock to prepare for the audit, those documents or category of records that initially are to be reviewed. NOT NORMALLY OFFERED FOR POOLED ACCOUNTS.

- (e) **Reports.** John Hancock shall deliver to the Contract Holder quarterly statements showing all investments of the Separate Account and the Market Value of the Separate Account as of the close of business on the last business day of each calendar quarter. Reports will be delivered not later than sixty (60) days after the end of each quarter (except for the fourth calendar quarter of each year). The fourth calendar quarter audited reports will be delivered not later than one hundred twenty (120) days after the end of the year. In addition, John Hancock shall deliver a final report within ninety (90) days after the termination of the Separate Account.
- (f) **Delegation of Powers and Duties.** John Hancock may delegate any of its powers, rights, duties and obligations under this Contract to any person provided that (i) no such delegation shall release John Hancock from any liability under this Contract and (ii) any such delegate shall be subject to the same standards of behavior and care as are required of John Hancock under this Contract.
- (g) **On-Site Property Managers.** Direct on-site property management of real property Investments acquired for the Separate Account may be performed by one or more affiliates of John Hancock. John Hancock agrees that the fees and expenses of any such affiliate shall not be in excess of fees and expenses which are reasonably appropriate and customary, and are no less favorable than those which could be obtained in an arms' length transaction with an unrelated third-party. John Hancock further agrees that the appointment of any such affiliate shall be in writing and the agreement shall set forth the fees payable by John Hancock, which fees shall be reviewed on an annual basis. NOT ALWAYS RELEVANT.

SECTION 9. [13 PLAN][3 CONTRACT HOLDER]INFORMATION

The Contract Holder shall provide John Hancock with such information pertaining to the [13 Plan][3 Contract Holder] as John Hancock may reasonably request and as is necessary to manage the Separate Account.

ARTICLE III. GENERAL PROVISIONS

SECTION 1. PURCHASE OF BENEFITS

At the option of the Contract Holder, the Contract Holder may purchase from John Hancock retirement annuities for one or more Participants, Employees or Designated Participants. Such annuities may provide for the payment of life, stated amount, or stated period annuities to applicable Participants, Employees or Designated Participants, as may be mutually agreed upon between John Hancock and the Contract Holder. The Contract Holder may purchase such annuities by applying cash flow otherwise distributable to the Contract Holder pursuant to Article II Section 5, or by making additional Contributions for that purpose in excess of its Committed Contributions. The conditions and provisions pertaining to such purchase will be described in an amendment to this Contract issued by John Hancock. If an annuity is purchased, John Hancock will issue a certificate to the applicable Participant, Employee or Designated Participant.

The rates applicable to purchase immediate annuities for Participants, Employees or Designated Participants will be furnished by John Hancock to the Contract Holder upon request. The rates are guaranteed to not be less favorable than rates based on the following assumptions:

Mortality: The 1994 Group Annuity Reserving Table with full generational projection using Scale AA.

Interest: 1.5%.

Loading: 1.5% of gross premium, plus any applicable state premium tax.

If it is discovered that the age, sex or any other relevant fact with respect to a Participant, Employee or Designated Participant is erroneous, an adjustment will be made in the amounts withdrawn from the Separate Account to purchase such benefits on behalf of such Participant, Employee or Designated Participant or in the annuities payable by John Hancock on account of such Participant, Employee or Designated Participant, or both. John Hancock will not be liable to pay any greater annuity with respect to any payee than that which would be payable on the basis of the correct information and the actual amounts withdrawn from the Separate Account.

SECTION 2. ASSIGNMENT OF CONTRACT

No transfer of assets from the Separate Account to the Contract Holder will be permitted other than by means of the distribution of cash flow as described in Article II, Section 5, or termination of the Separate Account as described in Article II, Section 6. However, the Contract Holder may find a qualified replacement buyer to whom it may sell this Contract. The replacement buyer must satisfy John Hancock's Requirements for Participation in the Separate Account then in effect for a new Contract Holder. These qualification requirements include, but are not limited to, in the case of a U.S. pension plan qualification under Section 401(a) or 414(d) of the Code, and the legal ability to enter into the Contract. No such transfer shall be permitted if it is in violation of any then existing contractual obligation of John Hancock and any such transfer shall be effective upon the approval of the Contract Holder, the transferee, and John Hancock. The conditions and provisions pertaining to the substitution of the Contract Holder with a replacement buyer will be described in an amendment hereto issued by John Hancock at the time of such action.

With the prior consent of the Contract Holder, John Hancock may assign its rights and obligations under this Contract to any wholly owned subsidiary of John Hancock or any affiliate of John Hancock under common control; provided, however, that no such assignment shall release John Hancock from any liability under this Contract.

ARTICLE III. GENERAL PROVISIONS

SECTION 3. MODIFICATION OF CONTRACT

This Contract may be modified at any time by written agreement between John Hancock and the Contract Holder.

Notwithstanding the preceding paragraph, John Hancock shall modify the Contract after providing ten (10) days' prior written notice to the Contract Holder for the purpose of conforming it to the requirements of the Code, the laws of the United States of America, and applicable state insurance law.

Only the President, a Vice President, the Secretary, or an Assistant Secretary of John Hancock has authority on behalf of John Hancock to modify or waive any of the provisions of this Contract.

SECTION 4. ENTIRE CONTRACT

This Contract and the Application of the Contract Holder, a copy of which is attached to and made a part of this Contract, shall constitute the entire contract between the parties on this subject matter and shall supersede any prior agreements written or oral between the parties. John Hancock's rights and obligations shall be governed by the provisions of the Contract.

SECTION 5. CONTROL OF CONTRACT

John Hancock shall deal exclusively with the Contract Holder. The Contract Holder may act in any matter pertaining to this Contract and each such act shall be binding on the Contract Holder.

SECTION 6. AGENCY RELATIONSHIP

The Contract Holder shall not be considered an agent of John Hancock for any purpose under this Contract. John Hancock shall not be considered an agent of the Contract Holder except for the limited purpose of investing funds in Separate Investment Account Number 127 in accordance with the provisions of this Contract.

SECTION 7. NON-WAIVER OF CONTRACT PROVISIONS

The failure of John Hancock to perform or to insist upon the strict performance of any provision of this Contract shall neither constitute a waiver on the part of John Hancock of its right to perform or to require the performance of such provisions nor stop it from exercising any other rights it may have under this Contract.

SECTION 8. BINDING EFFECT

This Contract and the rights, covenants, conditions and obligations of the respective parties hereto and any instrument or agreement executed pursuant hereto shall be binding upon the parties and be binding upon the successors, assigns and legal representatives of the respective parties hereto.

SECTION 9. SEVERABILITY

Should one or more provisions of this Contract be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

ARTICLE III. GENERAL PROVISIONS

SECTION 10. CONFIDENTIALITY

Except as may be required by (i) laws or governmental regulations applicable to John Hancock or the Separate Account, including without limitation the rules and regulations of the National Association of Insurance Commissioners, or (ii) order of any court having jurisdiction over John Hancock or over the assets allocated to the Separate Account; John Hancock shall maintain as confidential all information that may be furnished to it by or on behalf of the Contract Holder with respect to its participation in the Separate Account. NOT ALWAYS OFFERED.

SECTION 11. VARIABLE CONTRACT

It is the intent of the parties that this Contract is a variable contract under Section 817(d) of the Code, and that all provisions of this Contract are interpreted consistently therewith. John Hancock shall use its best efforts to cause this Contract to satisfy the diversification requirements of Section 817(d) of the Code.

SECTION 12. INDEMNIFICATION

It is the belief of the parties that all payments under this Contract will not be subject to any United States Federal or state withholding taxes. Nevertheless, in the event that John Hancock is required to pay any such withholding taxes with respect to payments under this Contract, the Contract Holder shall indemnify John Hancock against all such taxes, and any interest and penalties due with respect thereto. In the event of any claim by a taxing authority which could result in an indemnification payment to John Hancock under this Section 12 (a "Tax Claim"), John Hancock shall provide prompt written notice of such Tax Claim to the Contract Holder. Without prejudice to the rights of John Hancock and the obligations of the Contract Holder specified above, John Hancock will contest a Tax Claim if requested by the Contract Holder within ten (10) days after receipt of a notice from John Hancock, provided, however, that John Hancock shall not be obligated to contest such Tax Claim if the Tax Claim results from a change in any applicable statute, regulation, ruling, judicial decision or other law, determined in the reasonable judgment of John Hancock. FOR FOREIGN SOVEREIGN CONTRACT HOLDERS.

SECTION 13. MISCELLANEOUS

All notices and other communications permitted or required under this Contract shall be in writing and may be delivered by hand, by commercial overnight courier service, by facsimile transmission, or by first-class, United States mail, addressed as follows (or to such other address as the respective parties may specify in writing):

To John Hancock: (Two copies)

John Hancock Life Insurance Company U.S.A.
Fixed Products, S-09-01
380 Stuart Street
Boston, MA 02116
Attn.: Manager, Par Underwriting

14 [Name & address of sub-manager, if any]

To the Contract Holder:
**[15 To be provided
by Contract Holder]** _____

With a copy to
_____[16]_____

All sums payable to John Hancock shall be payable at its Home Office in Bloomfield Hills, Michigan. All sums payable to the Contract Holder shall be payable at the above offices, unless otherwise directed

ARTICLE III. GENERAL PROVISIONS

by written notice to John Hancock. All sums payable under this Contract in excess of Fifty Thousand Dollars (\$50,000) shall be payable by way of federal funds wire transfer.

SECTION 14. TERMINATION OF CONTRACT

This Contract shall finally terminate when John Hancock shall have completed all payments due hereunder to the Contract Holder or any annuitants, as applicable.

ARTICLE IV. SCHEDULE OF FEES

SECTION 1. GROUP ANNUITY MANAGEMENT FEE

John Hancock shall deduct from the Separate Account, a Group Annuity Management Fee equal to [(i) [__17__] basis points, on the first [__18__] million dollars, and (ii) [__19__] basis points on any amounts in excess of [__20__] million dollars, per annum, calculated on the average of the Market Value of all Investments held by the Separate Account at the end of the preceding quarter and at the end of the present quarter, calculated and payable quarterly in arrears on a quarterly basis. FEES VARY BY ASSET CLASS, ACCOUNT SIZE AND STRUCTURE, GAC HOLDER PROFILES AND SERVICES REQUIRED.

SECTION 2. ANNUAL PORTFOLIO MANAGEMENT FEE

John Hancock shall be paid an Annual Management Fee quarterly in arrears, equal to [__21__]% of the Market Value of the Separate Account. For purposes of determining the Annual Management Fee, Market Value will be calculated by averaging the Market Value of Investments at the end of the preceding quarter and the Market Value of Investments at the end of the present quarter; provided, however, that the Market Value of any Investment acquired during the present quarter shall not be included in the foregoing calculation of average Market Value. Instead, for purposes of determining the Annual Management Fee, the Market Value of any Investment acquired during the present quarter shall be calculated separately and prorated for the period from the date of acquisition to the end of the present quarter. Such pro rated amounts shall then be added to the aggregate average Market Value of (all other) Investments, as determined above. The Market Value shall not be reduced by leverage. FEE RATE AND METHOD OF CALCULATION MAY VARY BY ASSET CLASS, ACCOUNT SIZE AND STRUCTURE, GAC HOLDER PROFILES AND SERVICES REQUIRED. ALSO, LEVERAGE MAY OR MAY NOT BE RELEVANT.

SECTION 3. 22 PERFORMANCE INCENTIVE FEE

A Performance Incentive Fee will be paid to John Hancock equal to [__22__]% of the aggregate amount by which distributions (plus any deemed distributions that a Contract Holder elects to reinvest in the Separate Account) to Contract Holder exceeds [__23__]% of the Separate Account's [real Internal Rate of Return, adjusted for changes in the CPI-U Index, from the date of acquisition for the Separate Account of the first Investment. The Performance Incentive Fee will be calculated on an after Annual Portfolio Management Fee basis and at the time of calculation, there will be a "deemed distribution" equal to the most recent market value of all Investments. The Performance Incentive Fee shall be calculated quarterly for reporting purposes only, and a portion of the Performance Incentive Fee so calculated will be paid to John Hancock commencing as of the fifth anniversary of the Separate Account, every second anniversary thereafter, and at termination of the Separate Account. On each such date, the portion payable shall be equal to 50% of the Performance Incentive Fee calculated for the period from inception of the Separate Account to the applicable anniversary date, less any amounts of Performance Incentive Fee previously paid, provided that such calculation results in a positive amount owed to John Hancock. Performance Incentive Fee payments are not refundable. If, as of any payment date, the Performance Incentive Fee calculation results in a negative amount, John Hancock will not refund any amounts previously received. The entire unpaid balance of the Performance Incentive Fee (if any) shall be payable to John Hancock upon the termination of the Separate Account. PERFORMANCE INCENTIVE FEE NOT APPLICABLE IN ALL CASES. TERMS VARY SIGNIFICANTLY DEPENDING ON NUMEROUS FACTORS, INCLUDING CURRENT MARKET CONDITIONS, ASSET CLASSES IN WHICH THE ACCOUNT WILL INVEST, AND TERMS AVAILABLE FROM PORTFOLIO SUB-MANAGERS.

ARTICLE V. ANNUITY PAYMENTS TO THE CONTRACT HOLDER
ARTICLE V FOR INSTITUTIONAL PURCHASERS OTHER THAN US PENSION PLANS

SECTION 1. IDENTIFICATION OF DESIGNATED PARTICIPANTS

The Contract Holder must designate all Designated Participants in writing, by naming specific individual Participants and providing their current ages. The initial list of Designated Participants is set forth on Exhibit C to this Contract. Upon acceptance by John Hancock, each such individual shall become a Designated Participant. Upon the death of a Designated Participant, the Contract Holder shall designate a substitute Designated Participant in writing, by naming a specific individual Designated Participant to replace the Designated Participants who has deceased. John Hancock shall have no responsibility for maintaining contact with the Designated Participants.

SECTION 2. INTEREST OF DESIGNATED PARTICIPANTS

Designated Participants will serve as the measuring lives for determining the amount of the annuity payments and the Annuity Start Date under this Article V. Designated Participants will not have any ownership interest in the Contract. As of any date, an equal portion of the then current Market Value of the Contract (after deducting the amounts, if any, then due and payable but not yet paid pursuant to this Article V) will be allocated to each measuring life then in existence for the purpose of determining the amount of the payment to be made to the Contract Holder under this Article V.

SECTION 3. ANNUITY START DATE AND PAYMENTS

(a) When a Designated Participant has reached age 90, the Contract Holder shall notify John Hancock in writing, identifying such Designated Participant by name. The Date on which John Hancock receives a notice pursuant to this paragraph A shall constitute the Annuity Start Date with respect to the identified Designated Participant. Following receipt of notice from the Contract Holder that a Designated Participant has reached age 90, John Hancock will pay to the Contract Holder an amount equal to the then current Market Value of the Contract divided by X, where X is the number of Designated Participants in existence immediately preceding the date of such notice. Upon receipt of such notice, the individual identified in the notice shall cease to be a Designated Participant. Such payment shall be made to the Contract Holder in at least two periodic payments over a period of more than one full year from the Annuity Start Date.

(b) If a Designated Participant dies prior to age 90, the Contract Holder shall notify John Hancock in writing, identifying such Designated Participant by name. The Date on which John Hancock receives a notice pursuant to this paragraph B shall constitute the Annuity Start Date with respect to the identified Designated Participant. Following receipt of notice from the Contract Holder that a Designated Participant has died, John Hancock will pay to the Contract Holder no later than the fifth anniversary of the Annuity Start Date an amount equal to the then current Market Value of the Contract divided by X, where X is the number of Designated Participants in existence immediately preceding the date of such notice. Upon receipt of such notice, the individual identified in the notice shall cease to be a Designated Participant. Such payment shall be made to the Contract Holder no later than the fifth anniversary of the Annuity Start Date.

(c) The Contract Holder must notify John Hancock as provided in paragraphs (a) and (b) above before John Hancock has any responsibility to make the payments contemplated by this Article V. The parties acknowledge that the selection of Designated Participants may affect the amount and timing of such payments under the Contract, but the Designated Participants will not receive any distributions or other payments under the Contract and will have no obligations hereunder.

ARTICLE V. ANNUITY PAYMENTS TO THE CONTRACT HOLDER
ARTICLE V FOR INSTITUTIONAL PURCHASERS OTHER THAN US PENSION PLANS

(d) John Hancock will make payments of annuities pursuant to this Article V to the Contract Holder from the assets of the Separate Account, commencing as soon as practicable following the applicable Annuity Start Date. All payments made under this Article V will be paid to the Contract Holder and not to the Designated Participants. Payments may be deducted from Contract distributions otherwise payable to the Contract Holder, if any, and are subject to the other provisions of the Contract.

(e) John Hancock does not guarantee withdrawals or other amounts payable under this Contract, including without limitation payments to be made pursuant to this Article V. Recourse by the Contract Holder for any withdrawal or other payment hereunder shall be limited to the assets of the Separate Account.

EXHIBIT "A"

SEPARATE INVESTMENT ACCOUNT NUMBER [4]
OF
JOHN HANCOCK LIFE INSURANCE COMPANY U.S.A

Investment Objectives and Operating Guidelines

INVESTMENT POLICIES VARY SIGNIFICANTLY BY ACCOUNT

Investment Objective:

The investment objective is to maximize total return on the investment through a combination of long term appreciation and a moderate level of current cash flow through an actively managed portfolio of Investments (as defined below).

Performance Objective:

The Account's performance objective is to provide the total return associated with the underlying assets less applicable fees and expenses in accordance with the provisions of the group annuity contract.

Investment Guidelines:

Type of Management: The Account will be actively managed.

Investment Types: Investments means investments, directly or indirectly, in real estate and in contracts relating to real estate. Real property Investments may include fee ownership, leasehold interests in real estate, timber cutting and other timber rights, oil, gas and other mineral rights, as well as related equipment. Indirect real property Investments may be made through the purchase of equity and/or debt securities.

Each timberland property acquired will be commercial timberland in accordance with the standards and customs of the region in which the property is located. Although commercial attributes vary significantly across regions and among forest types, generally, properties will be characterized by adequate timber stocking, sufficient productivity, established timber markets, and ready access.]
RELEVANT ONLY IF ACCOUNT INVESTS IN TIMBERLANDS.

Diversification and Concentration: Investments will be located in the United States. With respect to real property Investments, geographic diversification will ultimately depend on the availability of attractive investment opportunities. No more than seventy-five (75%) percent of the total market value of the portfolio will be concentrated in a single geographic region.

In making real property Investments, consideration will be given to diversification by species and variety of age classes of trees as well as suitability for a variety of end products and geographic diversity. OTHER DIVERSIFICATION CRITERIA APPLY TO OTHER ASSET CLASSES.

Leverage: Investments may be made on a leveraged basis. The principal value of debt shall not exceed 70% of the then current market value of the Investment being acquired or refinanced or 35% of the then current market value of all Investments (including leverage). In addition, any such borrowing shall be non-recourse to John Hancock (including assets allocated to the Separate Account other than the identified Investments used as collateral) and, if secured, shall be secured only by the particular Investments being acquired or refinanced.

Cash and Short-Term Investments: Funds awaiting investment or held for working capital purposes may be invested (i) any separate investment account of John Hancock the purpose of which to invest primarily in liquid short-term securities of the kinds described below, (ii) any short-term investment fund maintained by the Separate Account's custodian the purpose of which to invest primarily in liquid short-term securities of the kinds described below, (iii) short-term interest bearing or discounted securities issued by corporations or governments rated at least A-1 by S&P or at least P-1 by Moody's, with maturity dates not exceeding sixty days, or (iv) interest bearing accounts maintained at, or in certificates of deposit issued by, banks of deposit approved for holding the funds of John Hancock which have not less than \$500 million in assets, and which have long term debt rated at least A by not less than two nationally recognized rating agencies. All short-term investments will be made by the Treasury Department of John Hancock or its indirect ultimate parent, Manulife Financial Corporation ("MFC").

Maintenance of Portfolio Guidelines: If the portfolio moves outside of the guidelines set forth above, the Investment Manager agrees (i) to notify John Hancock in writing as soon as discovered, (ii) to bring the portfolio back into compliance as soon as possible (consistent with prudent management practices), and (iii) to submit an Exceptions Report within three business days. In the event that the portfolio cannot be brought back into compliance immediately, the Investment Manager agrees to contact John Hancock immediately and develop a mutually agreeable timeframe to resolve the policy exception. **THIS WORDING ASSUMES EXISTENCE OF PORTFOLIO SUB-MANAGER.**

Exhibit “B”

Appraisal Procedures

John Hancock need not obtain an independent third party appraisal with respect to any real property Investment prior to its acquisition. John Hancock shall obtain from an independent third party qualified professional appraiser, full, on-site appraisals of each real property Investment within twelve (12) months of the date of acquisition and every thirty-six (36) months thereafter. Every twelve (12) months, John Hancock shall obtain for each real property Investment an update of the most recent full on-site appraisal reflecting the general rise and fall of local real estate (and if applicable commodity) prices as well as John Hancock’s management activities but which need not involve an on-site review of the real property Investment. If, in the opinion of John Hancock, obtaining an update for a particular real property Investment from an independent professional appraiser is not economic or practicable, the update may be obtained from an affiliate of John Hancock, who may or may not be a professional appraiser but who shall have, in the opinion of John Hancock, appropriate experience in the valuation of real property of the appropriate kind and class. MAY VARY BY ASSET CLASS. ONLY RELEVANT IF ACCOUNT INVESTS IN REAL PROPERTY.

Exhibit “C”

LIST OF PLANS
RELEVANT ONLY FOR US PENSION PLANS.

OR

LIST OF DESIGNATED PARTICIPANTS
RELEVANT FOR FOREIGN SOVEREIGN CONTRACT HOLDERS AND OTHER
INSTITUTIONAL INVESTORS

APPLICATION AND INVESTMENT DIRECTIVE
to
JOHN HANCOCK LIFE INSURANCE COMPANY U.S.A.

Bloomfield Hills, Michigan

(Herein called John Hancock)

Application is hereby made by the Separate Account on behalf of [_____1_____] (herein called the Contract Holder) for Group Annuity Contract No. [__2__] GAC (herein called the Contract) which is the Contract which has been agreed upon between the Contract Holder and John Hancock.

Address of Contract Holder: **[Please Provide** _____3_____ **]**

The Contract Holder hereby agrees to transmit aggregate Contributions in the amount of [__4__ Million Dollars (\$XXX,000,000.00)] in currency of the United States of America to John Hancock, payable under the terms of the Contract; and John Hancock is directed to invest such Contribution in the Separate Account.

By its authorized signature below, the Contract Holder represents, warrants, acknowledges and agrees as follows:

(i) [that it is a bank, duly organized and in good standing under the laws of ____5____, and has its principal place of business located at _____6_____]; [that it is an agency or arm of the _____ government, and has its principal place of business located in ____6____; that it is purchasing the Contract for investment, and not for distribution or resale, but for its own account; that it qualifies for an exemption from income tax under Section 892 of the Internal Revenue Code of 1986, as amended (the "Code"); that it has full power and authority to execute and deliver this Application and to enter into the Contract;]

(ii) that (a) its purchase of the Contract has been duly authorized; (b) the execution and delivery of this Application constitutes a legal, valid, and binding obligation of the undersigned; (c) this Application is enforceable against the undersigned in accordance with the terms hereof, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights, and subject as to enforceability to general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law;

(iii) that the execution and delivery of this Application and the performance of the obligations by the undersigned hereunder do not and will not constitute or result in a default, breach or violation of the terms or provisions any enabling statutes creating the Contract Holder, any certificate, articles or charter, by-laws or other organizational documents, as applicable.

(iv) that (a) it is solely responsible for determining whether the Contract is suitable for the purpose intended, (b) it has carefully read the Contract (including the investment guidelines attached to and made a part thereof) and this Application before signing this Application, (c) it has had a reasonable opportunity to make such inquiries as it deemed necessary prior to signing this Application, (d) it has received or had

access to such additional information as it deemed necessary in connection with its decision to sign this Application, [(e) it understands that Investments may be mortgaged to support borrowings made by the Separate Account, that the use of such leverage increases the Separate Account's exposure to adverse changes in the market for related Investments, and that if cash flow is insufficient to service principal and interest payments when due on any such borrowing then the Separate Account's equity investment in a mortgaged Investment could be eliminated,] (f) it understands and accepts the risks inherent in the kinds of assets described in the aforementioned investment guidelines, [including without limitation the risks associated with the use of leverage (or borrowing) as permitted in the investment guidelines];

(v) that (a) the Contract and the right to receive payments thereunder may be deemed to constitute securities under applicable law, (b) it has been informed that the issuance of the Contract has not been registered under the Securities Act of 1933, as amended, or under any state securities laws, based in part on the representations of the Contract Holder as set forth in this Application, (c) the Contract or any interest therein may not be sold or transferred in the absence of such registration or exemption under said Act and any applicable state securities laws, and (d) in any event, transfer is further restricted by the terms of the Contract;

(vi) that the Separate Account is a pooled separate investment account maintained by an insurance company in accordance with applicable state law, that the Contract represents a commitment to fund contributions (up to the aggregate amount set forth above) when requested by John Hancock in accordance with the provisions of the Contract, that the Contract represents an illiquid investment for the term of the Contract, and that the Contract may not be transferred or assigned except to the extent permitted by Article III, Section 2 thereof;

(vii) that it owns and invests on a discretionary basis, more than \$25 million in investments and is a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act of 1940, as amended, and that the Separate Account has not been registered with the Securities and Exchange Commission under such Act based in part on the representations of the Contract Holder as set forth in this Application, and that John Hancock is under no obligation to register the Separate Account;

(viii) that the Separate Account is not guaranteed by John Hancock, John Hancock's liability to the Contract Holder under the Contract is limited to and payable solely out of the assets of the Separate Account, John Hancock makes no representation or warranty regarding the characterization for tax purposes of any income or other distribution that may be received by the Contract Holder (or indirectly by any other person) pursuant to the Contract, and John Hancock makes no other representation or warranty except as expressly set forth in the Contract; and

(ix) that, to the extent permitted under applicable law, the undersigned agrees to indemnify and hold harmless John Hancock from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the undersigned contained in this Application.

The representations and warranties set forth in this Application and Investment Directive shall survive the execution and delivery of this Contract and shall be deemed to be made and repeated by the Contract Holder from time to time during the term of this Contract.

The Contract Holder understands that the Contract cannot be formally issued by John Hancock until it has been approved by the [5] Insurance Department.

This Application and Investment Directive supersedes any previous Application and/or Investment Directive for said Contract and shall become a part of the Contract and said Contract shall become effective on _____7_____, ____.

Dated at _____ this _____ day of _____, ____.

CONTRACT HOLDER

[1 Name]

By: _____
Name: _____
Title: _____

Witness
Name: _____

SERFF Tracking Number: MALF-125874257 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 40694
Company Tracking Number: FORM 1-PSIA GAC
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.003 Single Premium
Variable and Variable
Product Name: Separate Account Group Annuity Contracts
Project Name/Number: /

Supporting Document Schedules

Review Status:
Satisfied -Name: Application 10/27/2008

Comments:
The applications are attached under the forms schedule tab

Review Status:
Satisfied -Name: List of Variables for Form 1-PSIA 10/27/2008
GAC

Comments:
Attachment:
Explanation of Variables List for Form 1-PSIA.pdf

Review Status:
Satisfied -Name: List of Variables for Form 2-PSIA 10/27/2008
GAC

Comments:
Attachment:
Explanation of Variables List for Form 2 PSIA Application.pdf

Review Status:
Satisfied -Name: List of Variables for Form 1- 10/27/2008
SIA/Separate Account GAC

Comments:
Attachment:
Explanation of Variables List for Form 1-SIA Separate Account contract.pdf

Review Status:
Satisfied -Name: List of Variables for Form 2- 10/27/2008
SIA/Separate Account GAC

Comments:
Attachment:
Explanation of Variables List for Form 2-SIA Application.pdf

Explanation of Variables List for Pooled Separate Account Contract

Form 1-PSIA GAC

1. The numeric number assigned to this plan sponsor's contract when the purchase is made.
2. Name of State
3. The name of the Trustees who are acting under a trust agreement in effect on the effective date of the contract.
4. The name of the employer and the meaning of the term employer.
5. The actual name of the Plan is shown here. When the Plan sponsor purchases the contract, the Pension Plans are defined here.
6. The date the 12 month period commences along with the beginning and end date.

Explanation of Variables List for Pooled Separate Account Application

Form 2-PSIA GAC

1. Name of the Contract Holder that purchase the annuity for their qualified Pension Plan
2. The numeric number assigned to this plan sponsor's contract when the purchase is made.
3. Name of the Pension Plan.
4. Name of the Trustee who is reviewing the participation in the separate accounts.
5. Address of the Contract Holder
6. The percentage of contributions to the contributions class number. The description of pooled investments account is attached below.
7. Name of State
8. Principle address of the Contract Holder
9. The name of the Agent/Broker, if any, who receives the commission for acting as a negotiator in the bidding process.
10. The date the purchase is verbally accepted by the plan sponsor.

**Description of Pooled Investment Classes for
John Hancock Separate Investment Accounts.**

S & P 500 Index Stock Fund 1A

Primary Investment - highly diversified portfolio of large capitalization common stocks

Investment Objective - to match as closely as possible the return and risk characteristics of the S & P 500 Composite Index

Balanced Stock & Bond Fund 1C

Primary Investment - common stocks and investment-grade fixed income securities; gradual changes in the asset mix around a normal mix of 50%/50%

Investment Objective - incremental return over a static portfolio invested 50% in the S & P 500 Index and 50% in the Lehman Aggregate Index

Bond Fund 1D

Primary Investment - investment-grade fixed income securities including corporates, mortgages and asset-backed

Investment Objective - incremental return over the Lehman Aggregate Index at the same level of risk

Short-Term Investment Fund 1F

Primary Investment - short-term notes, time deposits or certificates of deposit with maturities of no more than eighteen months at time of purchase

Investment Objectives - income combined with a high level of liquidity

Diversified Stock Fund 1K

Primary Investment - a highly diversified portfolio of large-capitalization common stocks

Investment Objective - incremental return over the S & P 500 Composite Stock Index at the same level of risk

Multi-Sector Bond Fund 2F

Primary Investment - debt securities including Government and corporate bonds, mortgages, and U.S. dollar-denominated foreign issues

Investment Objective - incremental return over the Lehman Bros. Government/Corporate index consistent with prudent investment risk

Explanation of Variables List for JH USA Blanket Timber-RESA Contract

Form 1-SIA/Separate Account GAC

1. The numeric number assigned to this plan sponsor's contract when the purchase is made.
2. The date the purchase is verbally accepted by the plan sponsor.
3. Name of Plan Sponsor that purchase the annuity for their qualified Pension Plan
4. The numeric number for the separate investment account which is established by John Hancock.
5. Name of State
6. The dollar amount of committed contributions (Minimum amount of \$1,000,000 and no maximum amount)
7. The name of the employer and the meaning of the term employer. The employer is only applicable for contracts issued to US Pension Plans.
8. The name of the investment manager and the meaning of the term investment manager. The investment manager is only applicable if John Hancock employs a portfolio sub manager.
9. The effective date of the trust agreement between the Contract Holder and the Trust Company.
10. The name of the Trust Company. The trust company is only applicable for contracts issued to US Pension Plans.
11. John Hancock shall provide not less than 30 days in advance, any distribution of cash flow.
12. Amount of days after the notice of withdrawal that John Hancock has to liquidate all assets.
13. The actual name of the Plan is shown here. When the Plan sponsor purchases the contract, the Pension Plans are defined here.
14. Name and Address of the sub-manager, if applicable.
15. Address of the Contract Holder
16. Address of the party who shall receive a copy of the contract.
17. The number of basis points that shall be deducted by John Hancock for the group annuity management fee.
18. The dollar amount that will be subject to the group annuity management fee (Minimum amount of \$1,000,000 and no maximum amount).
19. The number of basis points in excess of the dollar amount specified under variable 20.
20. The dollar amount of excess (Minimum of \$1,000,000 and no maximum amount).
21. The percentage John Hancock shall be paid for the annual management fee of the market value of the separate account.
22. The percentage John Hancock shall be paid for the performance incentive fee.
23. The percentage that exceeds the distributions of the separate account to the Contract Holder.

Explanation of Variables List for JH USA Blanket Timber-RESA Application

Form 2-SIA/Separate Account GAC

1. Name of the Contract Holder that purchase the annuity for their qualified Pension Plan
2. The numeric number assigned to this plan sponsor's contract when the purchase is made.
3. Address of the Contract Holder
4. The dollar amount of committed contributions (Minimum amount of \$1,000,000 and no maximum amount)
5. Name of State
6. Contract Holders principle place of business address.
7. The date the purchase is verbally accepted by the plan sponsor.

**Explanation of Variables List for JH USA Blanket Timber-RESA Application and
Investment Directive
Form 2-SIA/Separate Account GAC**

1. Group Annuity Contract Number
2. Effective Date of Contract
3. Contract Holder Name
4. Address of Contract Holder
5. Name of State
6. Dollar amount (Minimum amount of \$1,000,000 and no maximum amount)
7. Address
8. Location and Date
9. Signators and Witness Names and Titles