

SERFF Tracking Number: MALF-126097372 State: Arkansas
Filing Company: John Hancock Life Insurance Company State Tracking Number: 42115
Company Tracking Number: 17798 GAC
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium
Product Name: Single Premium Group Annuity
Project Name/Number: /

Filing at a Glance

Company: John Hancock Life Insurance Company

Product Name: Single Premium Group Annuity SERFF Tr Num: MALF-126097372 State: Arkansas

TOI: A02G Group Annuities - Deferred Non- variable SERFF Status: Closed-Approved- Closed State Tr Num: 42115

Sub-TOI: A02G.003 Single Premium

Co Tr Num: 17798 GAC

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Andrea Barr

Disposition Date: 04/20/2009

Date Submitted: 04/15/2009

Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 04/20/2009

Explanation for Other Group Market Type:

State Status Changed: 04/20/2009

Deemer Date:

Created By: Andrea Barr

Submitted By: Andrea Barr

Corresponding Filing Tracking Number:

Filing Description:

John Hancock Life Insurance Company is filing for your approval, the attached group annuity contract and application.

This Single Premium Annuity provides for annuities to a closed group of employee's of Alice Sydney Oil Company who are due benefits under this employer's qualified retirement plan. The benefits that accrue under the plan are subject to the rules of the federal ERISA laws and the purchases of these annuities are considered distributions under ERISA. This contract is non-participating and there are no dividends payable.

The product sale was initiated through a request for a bid proposal (RFP) received from the client's consultant working directly for the plan sponsor and who solicited bids from a number of life insurance companies.

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Article I describes the benefits available to the plan participants that are named in the contract. No additional benefits may accrue under the contract to the participant/employees other than those described in Article I and the related schedules. For instance, there are no conversion rights afforded to covered participants/employees. Article II covers, among other things, the purchase price and the date the money is submitted from the client. It also identifies the mortality tables and interest rates that were used to develop the price.

Company and Contact

Filing Contact Information

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

Filing Company Information

John Hancock Life Insurance Company CoCode: 65099 State of Domicile: Massachusetts
 601 Congress St. Group Code: Company Type: Life
 Boston, MA 02210-2805 Group Name: State ID Number:
 (617) 663-3000 ext. [Phone] FEIN Number: 04-1414660

Filing Fees

Fee Required? Yes
 Fee Amount: \$75.00
 Retaliatory? Yes
 Fee Explanation: MA is the domicile state which charges \$75.00 for form filings.
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|-------------------------------------|---------|----------------|---------------|
| John Hancock Life Insurance Company | \$75.00 | 04/15/2009 | 27175488 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 04/20/2009 | 04/20/2009 |

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Disposition

Disposition Date: 04/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|--------------------------------|----------------------|---------------|
| Supporting Document | Flesch Certification | | No |
| Supporting Document | Application | | Yes |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Form | Group Annuity Contract | | Yes |
| Form | Application | | Yes |

SERFF Tracking Number: MALF-126097372 State: Arkansas
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Form Schedule

Lead Form Number:

| Schedule Item Status | Form Number | Form Type Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|----------------------|--|---------|----------------------|-------------|---------------------------|
| | AR 1 SP-06-17768 GAC | Policy/Cont Group Annuity ract/Fratern Contract al Certificate | Initial | | | Alice Sidney Contract.pdf |
| | AR 2 SP-06-17768 GAC | Application/ Application Enrollment Form | Initial | | | Alice Sidney App.pdf |



JOHN HANCOCK LIFE INSURANCE COMPANY

John Hancock Place, P.O. Box 111, Boston, MA 02117

Contract Holder: ALICE-SIDNEY OIL COMPANY, LP
AND YOCUM FARMS

Effective Date: March 18, 2008

Group Annuity Contract Number: 17798 GAC

The John Hancock agrees, subject to the conditions and provisions of this Contract, to pay to each Participant entitled thereto, a Retirement Annuity, and to pay or credit such other benefits or amounts as may be specified in this Contract.

1. This Contract is issued in consideration of the application and of the payment of Contributions by the Contract Holder.
2. This Contract is delivered in and is subject to the laws of the State of Arkansas.
3. The provisions on this and the following pages are part of this Contract.

Signed for the John Hancock at Boston, Massachusetts

Countersigned by _____, on
Registrar

Single Purchase
Non-Participating
General Investment Account

AR 1 SP – 06 – 17798 GAC

APPLICATION FOR GROUP ANNUITY CONTRACT
to the
JOHN HANCOCK LIFE INSURANCE COMPANY
Boston, Massachusetts
(Herein called the John Hancock)

Application is hereby made by Alice-Sidney Oil Company, LP and Yocum Farms (herein called the Contract Holder) for Group Annuity Contract No. 17798 (herein called the Contract) which is the Contract, which has been agreed upon between the Contract Holder and the John Hancock to provide Retirement Benefits for certain named Participants.

Address of Contract Holder: Alice-Sidney Oil Company, LP
106 West Main Street
Suite 310
El Dorado, AR 71730-5692

The Contract Holder hereby agrees to transmit to the John Hancock the Contributions payable under the terms of the Contract and to provide to the John Hancock on forms provided by or satisfactory to it, the necessary particulars concerning Participants to be covered. The Contract Holder will provide such other information to the John Hancock as may be required for carrying out the provisions of the Contract.

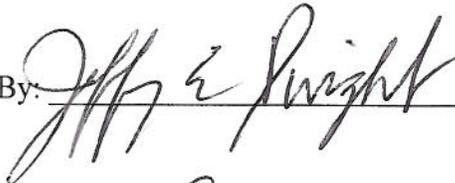
BCG Terminal Funding Company is hereby designated as the Agent-Broker to receive any commission payable with respect to the Contract issued on this Application.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

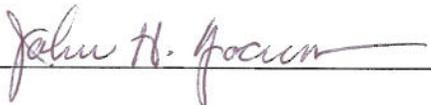
This Application shall become a part of the Contract and said Contract shall become effective as of March 18, 2008.

Dated at EL DORADO, AR, this 13th day of OCT, 2008.

ALICE-SIDNEY OIL COMPANY, LP AND YOCUM FARMS

By: 

Title: CFO

By: 

Title: Controller

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ARTICLE IV

SCHEDULE OF PARTICIPANTS

ARTICLE I. DEFINITIONS

1. **Annuity Commencement Date**

The Annuity Commencement Date of a Retired Participant is May 1, 2008.

2. **Annuity Purchase Date**

The Annuity Purchase Date is May 1, 2008

3. **Code**

Code means the United States Internal Revenue Code of 1986 as amended from time to time.

4. **Contract Holder**

Contract Holder means Alice-Sidney Oil Company, LP and Yocum Farms. The John Hancock shall deal exclusively with the Contract Holder. Contract Holder may include any successor company, or any company including any corporation or business entity which is owned, controlled, or acquired, merged with, or results from the reorganization of said company.

5. **Contributions**

Contributions mean the amount of payment due and payable to the John Hancock from the Contract Holder for the purchase of all Retirement Benefits under this Contract.

6. **Coverage Date**

Coverage Date means the date a Participant becomes included in this Contract, which is the date a Retirement Benefit is purchased for such Participant.

7. **Death Benefit After Retirement**

Death Benefit after Retirement means the benefit payable to a Participant's contingent annuitant or Beneficiary on account of the death of the Participant after his Annuity Commencement Date. The amount and form of Death Benefit to be paid shall be in accordance with the form of Retirement Benefit elected by the Participant and in effect on the date of death of such Participant, except as otherwise required by the section of the Code applicable to Plans qualified under Section 401(a) of the Code.

8. **Employer**

Employer means Alice-Sidney Oil Company, LP and Yocum Farms. Employer further means any successor company to the Employer, or any business entity that is owned, controlled, or acquired, merged with, or results from the reorganization of the Employer.

ARTICLE I. DEFINITIONS (Continued)

9. Forms of Annuity

Certain and Continuous

A Retirement Benefit will be paid to the Participant for life. If the Participant's death occurs during the period elected, the Retirement Benefit will continue to the Participant's Beneficiary for the remainder of the period elected.

Life Only

A Retirement Benefit will be paid to the Participant for life. Upon the death of the Participant, no further benefits will be due to the Participant under this Contract.

Joint & Survivor or Contingent Annuitant

A Retirement Benefit will be paid to the Participant for life. Upon the death of the Participant, a specified portion of the Retirement Benefit (66 2/3% or 50%) as elected by the Participant, will be continued to his survivor, if then living, for life.

10. Participants

A Participant is any individual designated by the Contract Holder who has an accrued benefit under the Plan and for whom a Retirement Benefit is purchased under this Contract. "Retired Participant" means each person identified by the Contract Holder as having commenced Retirement Benefits on or prior to the Annuity Purchase Date of this Contract and for whom an immediate Retirement Benefit has been purchased hereunder.

11. Plan

Plan means the Retirement Plan for Employees of Alice-Sidney Oil Company, LP and Yocum Farms as in effect on the earlier of the Effective Date of this Contract or the date of the Plan's termination.

12. Plan Year

The Plan Year is a 12 consecutive month period beginning on each January 1 and ending on December 31.

13. Retirement Benefit

Retirement Benefit means the amount of benefit specified by the Contract Holder and payable in the form of annuity and purchased under this Contract.

The Retirement Benefit included for Retired Participants is the amount payable on the Annuity Commencement Date for Retired Participants. The Retirement Benefit applicable to each Participant is included in the Schedule of Participants that is attached to, and made a part of, this Contract.

ARTICLE I. DEFINITIONS (Continued)

14. Schedule of Participants

The Schedule of Participants, immediately following Article III, lists all Participants covered under this Contract.

**ARTICLE II. PROVISIONS PERTAINING TO CONTRIBUTIONS AND
THE PURCHASE AND PAYMENT OF RETIREMENT BENEFITS**

Section 1. Contribution and Purchase of Retirement Benefits

Contributions in the amount of \$1,979,186 due the John Hancock for the Purchase of all Retirement Benefits under this Contract is payable by the Contract Holder in United States Currency on March 25, 2008 at the Home Office of the John Hancock. A refund in the amount of \$44,212 was payable to the Contract Holder on May 8, 2008 for various data changes.

The John Hancock determined such Contribution for all Participants included in the Schedule of Participants based upon the age and sex of the Participant, and the Form of Annuity payable, as specified by the Contract Holder to the John Hancock, and the actuarial assumptions described in Section 2 below, with such determination shall be conclusive for the purposes of this Contract.

Notwithstanding anything contained herein to the contrary, the John Hancock shall only be liable for a benefit payable to the extent the appropriate Contribution has been received from the Contract Holder.

Section 2. Annuity Purchase Rates for Retirement Benefits

The annuity rates applicable to the purchase of Retirement Benefits are based on the following actuarial assumptions:

Mortality: The 1994 Group Annuity Mortality Table fully projected by Scale AA

Interest: 5.44% (Immediate)

Loading: 1.53%

Section 3. Commencement of Retirement Benefit Payments

The John Hancock shall commence monthly Retirement Benefit payments to a Participant on his Annuity Commencement Date. The amount of such monthly Retirement Benefit payments shall be equal to the amount determined in accordance with Definition 13 of Article I of this Contract.

Section 4. Mode of Payment of Retirement Benefit

Retirement Benefit payments to any payee shall be payable monthly on the first day of each month.

**ARTICLE II. PROVISIONS PERTAINING TO CONTRIBUTIONS AND
THE PURCHASE AND PAYMENT OF RETIREMENT BENEFITS (Continued)**

Section 5. Reemployment

If a Participant returns to active employment with the same Employer, subsequent to the commencement of receiving a Retirement Benefit under the this Contract, it is the policy of John Hancock not to suspend annuity payments. If reemployment does occur and the Participant or the Employer requests a suspension of annuity payments and it is approved by John Hancock then John Hancock reserves the right to require additional premium if the recommenced annuity payment is other than what was initially priced.

Section 6. Certificate

The John Hancock shall issue a certificate to the Contract Holder for delivery to each Participant for whom a Retirement Benefit is purchased. The certificate shall contain a summary of the benefits to which the Participant is entitled under this Contract. Such certificate shall in no way void or modify any of the provisions of this Contract and if the terms of the Certificate conflict with the terms of the Contract, the terms of the Contract shall control.

Section 7. Evidence of Survival

The John Hancock shall have the right to require evidence satisfactory to itself that any payee is living on each date a payment is due the payee and to withhold any payments otherwise due until such evidence is received. If such evidence is not made, it shall be presumed for the purpose of this Contract that the payee died immediately prior to the date the first such withheld payment was due.

Section 8. Facility of Payment

If any payee under this Contract is, in the judgment of the John Hancock, legally, physically or mentally incapable of giving a valid release for any payment due, the John Hancock may suspend annuity payments to or on behalf of any incapacitated payee pending evidence of a claiming legal representative's authority; such suspended payments to be aggregated and held with interest.

Any payment made in good faith in accordance with this provision shall, to the extent of such payment, fully discharge the John Hancock from liability.

**ARTICLE II. PROVISIONS PERTAINING TO CONTRIBUTIONS AND
THE PURCHASE AND PAYMENT OF RETIREMENT BENEFITS (Continued)**

Section 9. Beneficiary

If a Participant covered under this Contract has waived his right to a Qualified Joint and Survivor Option with the written consent of his spouse, in the manner prescribed by Code Section 417(a) and regulations issued by the Secretary of the Treasury, or if a Participant is not married, the Participant may designate a Beneficiary or Beneficiaries to whom any death benefit shall be payable and may, from time to time, so long as there is any death benefit payable in the event of his death, change such Beneficiary or Beneficiaries by filing written notice with the John Hancock (including written spousal consent, if required). A change in beneficiary designation shall take effect upon receipt by the John Hancock, as of the date specified in the notice whether or not the Participant is living at the time of receipt and without prejudice to the John Hancock for any payment made or other action taken before its receipt.

If upon the death of a Participant or a Beneficiary who is receiving annuity payments, there is no designated Beneficiary then living who is entitled to receive a Death Benefit, if any, then becoming due to a Beneficiary, payment of such Death Benefit will be made by the John Hancock to the estate of the person by reason of whose death the payment becomes due or in lieu thereof, the John Hancock may, at its option, pay such Death Benefit to one or more of the following surviving relatives of such person: spouse, children, mother, father, brothers or sisters or to any relative permitted by applicable law. Any payment made in good faith in accordance with this paragraph shall, to the extent of such payment fully discharge the John Hancock from liability, which is not to imply that such liability is to be assumed by the Plan or Contract Holder.

Section 10. Participants Death Prior to Effective Date

The Schedule of Participants will be matched against Social Security data on a quarterly basis after May 1, 2008, to determine if any Participant has died prior to May 1, 2008. If this procedure indicates that any Participant has died prior to the Effective Date, John Hancock will notify the Contract Holder. If there is no benefit payable under the Contract with regard to such a deceased Participant, an appropriate refund of Contributions will be made. If there is a benefit payable under the Contract with regard to such a deceased Participant, John Hancock will add the beneficiary information to the Schedule of Participants and Contributions will be adjusted as appropriate.

The John Hancock will continue to match the Schedule of Participants to Social Security data on a quarterly basis during the first year following the Effective Date of the Contract, and periodically thereafter; provided, however, if the death of a Participant prior to May 1, 2008 is discovered more than one year after the Effective Date of the Contract, then there will be no refund or adjustment of Contributions.

ARTICLE III. GENERAL PROVISIONS

Section 1. Assignment of Contract or Benefits

This Contract shall not be assigned without the consent of the John Hancock. Except as otherwise prescribed by law or pursuant to a qualified domestic relations order as defined in Code Section 414, no payee under this Contract shall have the right to assign, alienate, encumber, or commute any payments hereunder. No annuitant or other payee may voluntarily or involuntarily sell, or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose, any payment due him from John Hancock. Nor shall any payments hereunder be subject to the debts, contracts, or engagements of any payee or to any judicial process to levy upon or attach the same for the payment of any claim against the payee.

John Hancock shall not be responsible for any determinations relating to the qualification, interpretation or administration of domestic relation orders assigning benefits payable under this Contract or the Plan. Such orders shall be referred to the responsible Plan Administrator or Employer who shall make such determinations in accordance with applicable law. John Hancock has the right to rely upon the determinations of such persons, and to act for the purposes of this Contract on the basis of such determinations.

Section 2. Information to be Furnished, Misstatements and Corrections

The Contract Holder, any Participant, and any payee shall furnish all information and proof, which the John Hancock may reasonably require in the administration of this Contract. The John Hancock shall have the right to rely upon such information and proofs and to act for the purposes of this Contract on the basis of such information.

If it shall be found that the age, sex, or any other relevant fact with respect to a Participant or other payee has been misstated, an equitable adjustment shall be made in the Contribution due or paid under this Contract on account of such Participant or other payee or in the yearly amount of Retirement Benefit.

In no event will the John Hancock be liable to pay a greater benefit with respect to a Participant or payee than that which would be payable on the basis of the correct information and the actual Contribution received by the John Hancock.

ARTICLE III. GENERAL PROVISIONS (Continued)

Section 3. Modification of Contract

No modification shall affect the amount or terms of any Retirement Benefits properly purchased for a Participant prior to the effective date of the modification without his consent unless such modification is for the purposes of conforming this Contract to the requirements of Section 401 of the Code or acts amending such Section.

No modification of this Contract shall, except as provided in this Section, require the consent of, or notice to, any Participant or any other person who is or may become entitled to benefits under this Contract.

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

Section 4. Entire Contract

This Contract, all attached Schedules 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.

All moneys under this Contract shall be part of the general corporate funds of the John Hancock and shall be assigned for investment purposes by John Hancock to its General Investment Account.

Section 5. Contract Holder Not Agent of John Hancock

Neither the Contract Holder, the Employer nor a plan administrator shall be considered the agent of the John Hancock for any purposes under this Contract.

Section 6. Non-Waiver of Contract Provisions

The failure of the 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 the John Hancock 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.

ARTICLE III. GENERAL PROVISIONS (Continued)

Section 7. Miscellaneous

Words of the masculine gender include the feminine unless the context indicates otherwise.

All sums payable by the John Hancock shall be payable at its Home Office in Boston, Massachusetts.

The Plan is not a part of this Contract. The John Hancock's rights and obligations shall be governed by the provisions of the Contract notwithstanding any contrary provisions of the Plan.

Section 8. Severability

Should one or more provisions of the Contract be held by a court to be invalid, void or unenforceable, the remaining provisions will continue in full force.

ARTICLE IV. SCHEDULE OF PARTICIPANTS

SCHEDULE

OF

PARTICIPANTS

APPLICATION FOR GROUP ANNUITY CONTRACT
to the
JOHN HANCOCK LIFE INSURANCE COMPANY
Boston, Massachusetts
(Herein called the John Hancock)

Application is hereby made by Alice-Sidney Oil Company, LP and Yocum Farms (herein called the Contract Holder) for Group Annuity Contract No. 17798 (herein called the Contract) which is the Contract, which has been agreed upon between the Contract Holder and the John Hancock to provide Retirement Benefits for certain named Participants.

Address of Contract Holder: Alice-Sidney Oil Company, LP
106 West Main Street
Suite 310
El Dorado, AR 71730-5692

The Contract Holder hereby agrees to transmit to the John Hancock the Contributions payable under the terms of the Contract and to provide to the John Hancock on forms provided by or satisfactory to it, the necessary particulars concerning Participants to be covered. The Contract Holder will provide such other information to the John Hancock as may be required for carrying out the provisions of the Contract.

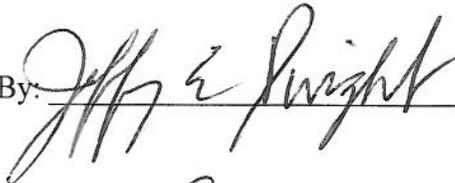
BCG Terminal Funding Company is hereby designated as the Agent-Broker to receive any commission payable with respect to the Contract issued on this Application.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

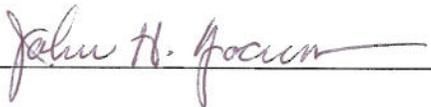
This Application shall become a part of the Contract and said Contract shall become effective as of March 18, 2008.

Dated at EL DORADO, AR, this 13th day of OCT, 2008.

ALICE-SIDNEY OIL COMPANY, LP AND YOCUM FARMS

By: 

Title: CFO

By: 

Title: Controller

SERFF Tracking Number: MALF-126097372 State: Arkansas
 Filing Company: John Hancock Life Insurance Company State Tracking Number: 42115
 Company Tracking Number: 17798 GAC
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium
 Product Name: Single Premium Group Annuity
 Project Name/Number: /

Supporting Document Schedules

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Bypassed - Item: Flesch Certification Bypass Reason: Not Applicable to group annuity filings. Comments: | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Satisfied - Item: Application Comments: Attachment: Alice Sidney App.pdf | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Bypassed - Item: Life & Annuity - Acturial Memo Bypass Reason: Not Applicable to Group Annuity filings. Comments: | | |

APPLICATION FOR GROUP ANNUITY CONTRACT
to the
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BCG Terminal Funding Company is hereby designated as the Agent-Broker to receive any commission payable with respect to the Contract issued on this Application.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

This Application shall become a part of the Contract and said Contract shall become effective as of March 18, 2008.

Dated at EL DORADO, AR, this 13th day of OCT, 2008.

ALICE-SIDNEY OIL COMPANY, LP AND YOCUM FARMS

By: *Jeff E. Wright*

Title: CFO

By: *John H. Yocum*

Title: Controller