

SERFF Tracking Number: MNLF-126112781 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 42334  
Company Tracking Number: MNLF-126112781  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: ARA06 and 457 Contracts  
Project Name/Number: Small Plan Pricing - Non-GIFL/GAC1000(ARA06)(0909)

## Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: ARA06 and 457 Contracts SERFF Tr Num: MNLF-126112781 State: Arkansas  
TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 42334  
Variable and Variable Closed  
Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: MNLF-126112781 State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird  
Disposition Date: 05/15/2009  
Authors: Cheryl Broughton,  
Vanessa Ruszczyk, Ernest Chan,  
Alex Cruz  
Date Submitted: 05/12/2009 Disposition Status: Approved-  
Closed  
Implementation Date Requested: On Approval Implementation Date:  
State Filing Description:

## General Information

Project Name: Small Plan Pricing - Non-GIFL Status of Filing in Domicile: Not Filed  
Project Number: GAC1000(ARA06)(0909) Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments: EXEMPT  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Small  
Overall Rate Impact: Group Market Type: Employer  
Filing Status Changed: 05/15/2009 Explanation for Other Group Market Type:  
State Status Changed: 05/15/2009  
Created By: Alex Cruz  
Deemer Date: Corresponding Filing Tracking Number:  
Submitted By: Alex Cruz  
Filing Description:  
RE: JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)  
Form GAC1000(ARA06)(0909) - Group Annuity Contract  
Form GAC1100(457)(0909) - Group Annuity Contract  
Form GP1602(AR)(0409) - Group Annuity Application

We are submitting the above-mentioned form for your approval.

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- Form GAC1000(ARA06)(0909) is similar to form GAC1000(ARA06)(0807) which was originally approved in its entirety on June 18, 2007.
- Form GAC1100(457)(0909) is similar to form GAC1100(45707) which was originally approved in its entirety on June 14, 2008.
- Form GP1602(AR)(0409) is similar to form GP1602(AR)(0504) which was originally approved in its entirety on April 8, 2004.

We would like to begin using these forms upon approval.

These forms have been updated to add new wording and clarify existing provisions. For your convenience, we have underlined the new wording and provided a "Summary of Key Changes". We have also provided a "Contract Use Summary" which shows the Rider forms that will be used with these contracts. We certify that no other changes have been made.

THESE CONTRACTS ARE UNALLOCATED NON-PARTICIPATING GROUP ANNUITY CONTRACTS SOLD ONLY TO TRUSTEES OF PROFIT SHARING AND PENSION PLANS QUALIFIED UNDER SECTION 401(a) OF THE INTERNAL REVENUE CODE AND TO TRUSTEED ELIGIBLE DEFERRED COMPENSATION PLANS OF STATE AND LOCAL GOVERNMENTS DESCRIBED IN SECTION 457(b) OF THE INTERNAL REVENUE CODE.

Please note that due to our internal contract and application issuance systems, formatting and/or pagination may be altered slightly on the issued Contracts and Applications.

These forms are being submitted to all states except New York. In addition, these forms are exempt from filing under Bulletin 97-3 in Michigan, our state of domicile.

Your consideration of this form is appreciated and we look forward to receiving the Department's approval of this submission. We have submitted, via EFT, the amount of \$150.00 to cover your filing fee for the above filing.

Sincerely,

Alex Cruz  
Senior Compliance Analyst - Contracts  
Pension Compliance - Retirement Plan Services  
John Hancock Life Insurance Company (U.S.A.)

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 Tel: (416) 852 - 8126, Fax: (416) 852-1766  
 alex\_cruz@jhancock.com

## Company and Contact

### Filing Contact Information

Alex Cruz, Senior Contract Analyst alex\_cruz@jhancock.com  
 200 Bloor St. E. 416-852-7424 [Phone]  
 Toronto, ON M4W 1E5 416-852-7166 [FAX]

### Filing Company Information

John Hancock Life Insurance Company CoCode: 65838 State of Domicile: Michigan  
 (U.S.A.)  
 200 Bloor Street East Group Code: -99 Company Type: Lead Company  
 Toronto, ON M4W 1E5 Group Name: State ID Number:  
 (800) 333-0963 ext. [Phone] FEIN Number: 01-0233346  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$150.00  
 Retaliatory? No  
 Fee Explanation: 2 policy forms x 50 =100  
 1 application form x 50 = 50  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$150.00	05/12/2009	27811905

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/15/2009	05/15/2009

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## Disposition

Disposition Date: 05/15/2009

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	
Supporting Document	Actuarial Memorandum	No	
Supporting Document	Guide to Alternate Language	Yes	
Supporting Document	Summary of Key Changes	Yes	
Supporting Document	Contract Use Summary	Yes	
Form	Group Annuity Contract	Yes	
Form	457 Group Annuity Contract	Yes	
Form	457 Group Application	Yes	

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## Form Schedule

Lead Form Number: GAC1000(ARA06)(0909)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GAC1000(ARA06)(0909)	Policy/Contract Group Annuity / Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	ARA06 Contract 2009 - STANDARD.pdf
	GAC1100(457)(0909)	Policy/Contract 457 Group Annuity / Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	GAC1100(457)(0909) - STANDARD.pdf
	GP1602(ARR)(0409)	Application/457 Group Enrollment Form	Initial		0.000	GP1602(ARR)(0409)-457.pdf



**Group Annuity Contract**  
**John Hancock Life Insurance Company (U.S.A.)**  
**A Stock Company**  
**200 Bloor Street East, Toronto, Ontario Canada M4W 1E5**  
**1-800-333-0963**

**CONTRACTHOLDER** [01][THE TRUSTEES OF ABC COMPANY PENSION PLAN]

**CONTRACT NUMBER** [02][00000]

**CONTRACT EFFECTIVE DATE AND SITUS** [03][January 1, 2006] at 12:01 a.m. local time at the Contractholder's address. This Contract is delivered in [03a][state] and is subject to its laws.

**INVESTMENT OPTIONS AVAILABLE** [04][Guaranteed Interest Accounts are as described in the Guaranteed Interest Accounts Rider.]

Sub-accounts selected are as described on the appropriate Separate Account Riders that are attached to and form part of this Contract.

[05][If a Stable Value Fund Sub-account is selected as an investment option, the Plan is not permitted to have any investment option that is a "Competing Investment Option", either in this Contract or elsewhere. A "Competing Investment Option" is defined in the "Definitions" section of this Contract. John Hancock Life Insurance Company (U.S.A.) reserves the right to review any new investment option being added by the Plan to determine that it is not a Competing Investment Option.]

**THE VALUE OF INVESTMENTS IN THE COMPANY'S SUB-ACCOUNTS WILL INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SUB-ACCOUNTS. THE COMPANY DOES NOT GUARANTEE THESE VALUES. INFORMATION PERTAINING TO THESE SUB-ACCOUNTS CAN BE FOUND IN THE APPROPRIATE SEPARATE ACCOUNT RIDERS ATTACHED TO THIS CONTRACT.**

**PLAN** In this Contract, "Plan" means [06][ABC COMPANY PENSION PLAN] as at the effective date of the Contract and any later amendments to such Plan.

**PLAN SPONSOR** In this Contract, "Plan Sponsor" means [07][ABC COMPANY].

**PRODUCT DESCRIPTION** This is an Unallocated Non-Participating Group Annuity Contract.

**DATE OF ISSUE** [08][January 1, 2006]

**ISSUER** John Hancock Life Insurance Company (U.S.A.) (herein referred to as "we", "us" or "the Company"), agrees to accept contributions sent in by the Contractholder (herein referred to as "you"), to invest those contributions, and to provide services in accordance with the provisions and conditions of this Contract.

Manulife Financial is the trade name of The Manufacturers Life Insurance Company and its subsidiaries, which together form an international financial services organization. This contract is issued by John Hancock Life Insurance Company (U.S.A.), a wholly-owned subsidiary of The Manufacturers Life Insurance Company.

The provisions and conditions on the following pages are a part of the Contract.

Chairman and President

Vice President Counsel and Secretary

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**CHARGE SCHEDULE**

**GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE**

**SEPARATE ACCOUNT RIDERS**

**[01][GUARANTEED INTEREST ACCOUNTS RIDER]**

## 1. DEFINITIONS

In this Contract, unless the context indicates otherwise:

“**Assets**” mean the total value of all accounts under this Contract.

[01][“**Book Value**” means the value of a guaranteed interest account equal to the aggregate of all contributions made to the account plus interest earned on those contributions less all asset charges, fees and any previous withdrawals.]

“**Cash Account**” means an account to which contributions, for which sufficient information has not been received, are credited. Contributions credited to this account will earn interest at the rate we credit to funds on deposit. The Company may receive and retain earnings on Contract Assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account.

“**Contribution**” means any amount you pay to us for investment in the Investment Options selected under this Contract. Such amount will include transfer and recurring Contributions unless otherwise specified in the Contract.

[02][“**Competing Investment Option**” means any fund or investment vehicle available under the Plan, either in this Contract or elsewhere, to which contributions or transfers can be made, and which offer a low risk of loss of principal. Competing Investment Options are, but are not limited to, Guaranteed Interest Accounts, GIC’s, money market funds or any other funds as determined by the provider of the underlying stable value mutual fund or trust offered under a Stable Value Fund Sub-account, or us.]

“**Contract**” means the application, the Group Annuity Contract and all applicable riders, which together form the entire Contract.

“**Contract Year**” means the twelve month period beginning on the Contract’s effective date or on a Contract anniversary, and ending on the day before the next Contract anniversary.

[03][“**Guaranteed Interest Accounts**” mean the Investment Options in which contributions can be accumulated with interest in the Company’s general funds.]

“**Market Day**” means the hours of a day during which the New York Stock Exchange is open for trading.

“**Market Value**” when used in reference to a Sub-account means the value of an investment on a Valuation Date. It is computed by using closing prices, on nationally recognized stock exchanges or over-the-counter markets where no formal exchange exists, on that date to the extent possible. Where the investment is in shares of a mutual fund or portfolio thereof, it is computed by using the net asset value per share provided by that mutual fund or portfolio thereof on that date. [04][When used in reference to a guaranteed interest account, “Market Value” means the value of an investment according to the formula specified in the Guaranteed Interest Accounts Rider.]

“**Participant**” means a person covered under the Plan.

“**Reporting Year**” means a twelve month period ending on the date specified by the Contractholder as Reporting Year End. The initial Reporting Year may be less than twelve months.

“**Plan Expense Reduction Account**” means an account to which monies may be credited on a quarterly basis at the end of each calendar quarter as mutually agreed between you and us.

“**Separate Account**” means an account which is segregated from the general funds of the Company. Any income, gains or losses whether realized or unrealized, from Assets in a Separate Account will be credited to or charged against said account without regard to the other income, gains or losses of the Company.

Assets allocated to a Separate Account equal to the reserves and other contract liabilities with respect to the account shall not be chargeable with liabilities arising out of any other business the Company may conduct. The Company owns the Assets held in the Separate Accounts and is not a Trustee as to such amounts.

“**Sub-accounts**” mean the Investment Options available under the Separate Accounts of the Company.

“**Valuation Date**” means a Market Day on which the Company will value the Sub-accounts.

**2. CURRENCY**

All amounts to be paid either to or by the Company will be paid in United States dollars.

**3. CONTRIBUTIONS AND ACCOUNTS**

Contributions remitted to this Contract must be for the exclusive benefit of Participants covered under the terms of the Plan.

Contributions remitted to this Contract may be invested only in the Investment Options selected by the Contractholder. The provisions applicable to the Investment Options available under this Contract are found in the [01][Guaranteed Interest Accounts Rider and] appropriate Separate Account Riders attached to this Contract.

Contributions remitted to this Contract must be sent to the Company using a funding direction approved by us, showing the source and the amount of each type of contribution. A contribution may be divided between the Investment Options selected under this Contract in any ratio desired.

We require complete contributions, enrollment and investment information in order to invest contributions in the Investment Options selected under this Contract. Otherwise, contributions will be invested in the default investment option selected by the Contractholder. If the Contractholder does not specify a default investment option, contributions will be invested in accordance with our current administrative guidelines.

Contributions will be deemed received in accordance with Section 8, Financial Transaction Processing.

Contributions will not be subject to any investment gains or losses under this Contract prior to the date they are deemed received for investment purposes.

The Company reserves the right to refuse future contributions to certain or all Investment Options under this Contract after providing the Contractholder with 90 days written notice of such intent.

Only transfers that are permitted as eligible transfers by the Plan covered under this Contract will be accepted by the Company.

#### 4. **CHARGES**

Charges are outlined in the Charge Schedule which is part of this Contract. The charges are guaranteed for the [first] Contract Year. Thereafter, we may change any charge provided we give you three months advance written notice of the intended change. However, if Contributions in the first Contract Year are less than the amount shown on the application, we reserve the right to change the Asset Charge Scale immediately by giving you written notification of the change.

All charges and/or fees unless otherwise specified in the Contract will be paid as follows:

- a) deducted from the [01][Guaranteed Interest Accounts and] Sub-accounts; and/or
- b) billed to the Contractholder. Billed amounts are due and payable [31] days after the date of the bill. Failure to pay within this time frame will result in a deduction of such charges and/or fees from Contract Assets. The Contractholder agrees that the Company may deduct all future charges and/or fees from Contract Assets if payment of billed charges and/or fees has defaulted at least once.

[02][The Company has provided additional money to the Contractholder to compensate for the prior carrier's market value adjustment to the [02a] [Guaranteed Interest Accounts and/or] prior carrier's back end/discontinuance charge. The total value of this additional money is [02b] [V1%] of the total transfer contributions as indicated on the application.]

[03][The Company will recover the money paid out as outlined above over a period of [03a] [V2] Contract Years through adjustments to Asset Charges and Discontinuance Charges as outlined in the Charge Schedule of this Contract.]

#### 5. **INTER-ACCOUNT TRANSFERS**

The transfer of contributions between accounts will be permitted, subject to any restrictions specified in our administrative guidelines, as may be amended from time to time.

The Company must receive written direction specifying the amount to be transferred, the accounts involved and the type of transfer. The Company will also accept direction by any other means agreed to by the Contractholder and the Company.

We may impose an administrative charge per transfer provided we give you three months advance written notice. In addition, an underlying mutual fund of a Sub-account may impose a redemption or other fee with respect to certain transfers. Any such redemption fee will be deducted from the Sub-accounts.

We also reserve the right to defer the transfer privilege at any time that we are unable to purchase or redeem shares of the underlying mutual fund, trust or portfolio of the Sub-accounts under the Contract until such time as we are able to process the transfer.

[04][No transfers will be permitted between Guaranteed Interest Accounts. Inter-account transfers from Guaranteed Interest Accounts to Sub-accounts will be permitted only in accordance with the rules stated in the Guaranteed Interest Accounts Rider attached to this Contract.]

Inter-account transfers will be processed in accordance with Section 8, Financial Transaction Processing.

This Contract is not designed for entities or persons engaging in short-term investing since such activity may increase investment option transaction costs and be disruptive to the management of the Investment Options under the Contract. If the underlying mutual fund manager, trustee of an underlying trust or the Company determines that any transfer disrupts or may potentially disrupt the management of an investment option or increase investment option transaction costs (“disruptive short term trading”), we reserve the right to impose restrictions, including but not limited to:

- restricting the number of transfers made during a defined period;
- restricting the dollar amount of transfers;
- restricting the method used to submit transfers; and,
- restricting transfers into and out of certain Investment Options.

While we seek to identify and prevent disruptive short term trading, it is not always possible to do so. Therefore, no assurance can be given that we will successfully impose restrictions on all disruptive short term trading. The current restrictions are detailed in the administrative guidelines that have been provided to you and may be amended from time to time by us. The current administrative guidelines are also available on the Company Internet site, or may be requested at any time from the Company.

## 6. WITHDRAWALS

The types of withdrawals allowed under this Contract are as follows:

- 1) severance from employment or termination of employment, as applicable, as defined by the Internal Revenue Service. We reserve the right to request any additional information that we deem necessary to determine whether the withdrawal is due to a true severance of employment or termination of employment, as applicable, as defined by the Internal Revenue Service;
- 2) retirement (as defined in the Plan);
- 3) disability;
- 4) death;
- [01][5] financial hardship;]
- [02][6] return of excess amounts;]
- [03][7] required minimum distribution;]
- 8) withdrawals permitted under section 414(w)(2) of the Internal Revenue Code;
- 9) eligible rollover distributions (other than those enumerated above);
- 10) withdrawals required by a court of competent jurisdiction or any federal or state regulatory agency;
- 11) Contract termination;
- [04][12] pre-retirement distribution as permitted by the Plan [.][:and]]
- [05][13] employee voluntary contribution.]

Withdrawals are allowed under this Contract only if they are permitted under your Plan. The Company will not be responsible for determining if withdrawals are permitted under the Plan. Withdrawals will be distributed or applied in accordance with your instructions.

Withdrawals for reasons other than those listed above may also be allowed but will be subject to a withdrawal charge based on the Withdrawal/Discontinuance Charge Scale applicable to this Contract.

Withdrawals from Sub-accounts [06][,excluding a Stable Value Fund Sub-account,] will be made at Market Value regardless of the type of withdrawal or when the withdrawal is made. [07][Notwithstanding any other provisions herein, withdrawals from a Stable Value Fund Sub-account will be made in accordance with, and subject to, the provisions specified in the Stable Value Fund Sub-account description.]

[08] [Withdrawals from Guaranteed Interest Accounts will be made at Book Value, lesser of Book or Market Value, or Market Value depending on the withdrawal type, as listed below. A withdrawal will be on a “last-in, first-out” basis. The amount paid by the Company will be the amount requested to be withdrawn. If there is insufficient money to cover the withdrawal amount requested, and any adjustment applicable to the transaction, from the accounts within the money type selected, the withdrawal will not be processed.

[08a] ● Withdrawal types [1-7] will be made at Book Value.

[08b] ● Withdrawal types [8-11] will be made at the lesser of Book or Market Value.

[08c] ● [Withdrawal type[s] 12[and 13] will be made at Market Value.]

● Withdrawals allowed for reasons other than those specifically itemized above in the Withdrawals section will be made at the lesser of Book or Market Value.]

Withdrawals will be processed in accordance with Section 8, Financial Transaction Processing. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

Withdrawal types other than [09][11] Contract termination, will be applied in accordance with one or a combination of the following as directed by you:

- a) as a payment to buy an annuity from the Company, or from any other source;
- b) as a payment to the Participant;
- c) as a payment to a deceased Participant’s beneficiary or estate; or
- d) as a payment to Plan trustees.

Withdrawal type [09][11] Contract termination, will be processed in accordance with Section 21, Termination of the Contract.

For the purposes of this section “payment” means a single premium, a lump sum or any other form of payment offered by the Company at the time of the withdrawal.

We reserve the right to request any additional information we deem necessary to process a withdrawal and the right to audit Plan records and any other relevant materials to verify the basis of any withdrawals.

## 7. DISCONTINUANCE OF CONTRIBUTIONS

The Contractholder may discontinue contributions to this Contract at any time by giving us written notice of discontinuance. The effective date of discontinuance will be the later of the date specified on the notice or the date such notice is received by the Company in accordance with our current administrative guidelines.

Once a discontinuance quote has been requested by the Contractholder, or once the Company has deemed a discontinuance to occur, the Company may not process any withdrawals until the Company has determined whether this Contract is being discontinued or not.

The Company may deem a discontinuance to occur for any of the following:

- a) A contribution is not received [90] days after the contribution frequency selected by the Contractholder;
- [01] [b] Contract Assets fall below [\$70,000.00] at any time following the second Contract anniversary;]
- [01a][b] Contract Assets at any time during the first [7] Contract Years fall below the amount of transfer contributions indicated on the application. Thereafter, Contract Assets fall below [\$70,000.00] at any time;]
- [02] [c] contributions in the last [2] years average less than [\$35,000.00] per year;
- [02a][c] contributions in the last [2] years average less than [80%] of the current year estimated contributions excluding transfer contributions as indicated on the application;]
- [03][ d] there are less than [2] Participants who are making contributions to the Contract in accordance with the frequency of contributions selected on the application;]
- e) the Plan Sponsor becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers, or permits the appointment of a receiver for its business or Assets or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights;
- f) we receive evidence or otherwise acquire knowledge that the Plan has failed to qualify or remain qualified under section 401(a) of the Internal Revenue Code; or
- g) Contract Termination.

A discontinuance of contributions will not be deemed to occur if the Company has refused to accept future contributions pursuant to Section 3, Contributions and Accounts.

Upon a discontinuance of contributions, we reserve the right to refuse future contributions immediately by giving you written notification. Assets that remain in the Contract after a discontinuance of contributions will be subject to all charges and fees outlined in the schedules attached to this Contract.

[04][In addition, if a discontinuance is deemed to occur in accordance with this section, the discontinuance charge will be applied in accordance with the Charge Schedule which is part of this Contract. This charge will be applied before deducting all other unpaid charges. The discontinuance charge will only be applied once during the lifetime of the Contract.]

## 8. FINANCIAL TRANSACTION PROCESSING

Under this Contract, financial transactions include contributions, withdrawals, and inter-account transfers.

The effective date of receipt of contributions will depend upon the time money is received by the Company, and in what form it is received. In addition to the above, the effective date of allocation of contributions will also be dependent upon receipt of information pursuant to Section 3, Contributions and Accounts. Except as otherwise provided under an applicable Sub-account description, withdrawals and Inter-account Transfers will be processed only on a Valuation Date and will be effective the later of the date requested or the date received. All financial transactions will be processed in accordance with our current administrative guidelines unless otherwise specified in this Contract.

**9. NO ASSIGNMENT**

The rights of a Participant in any fixed annuity issued under this Contract cannot be assigned, alienated, encumbered or pledged as collateral for a loan except as required by law.

**10. LIMITATION ON PAYMENTS**

We will not make any payments to a person other than the Contractholder except:

- a) as otherwise provided in this Contract; or
- b) any payment agreed upon by you and the Company.

**11. FORM OF FIXED ANNUITY**

The forms of fixed annuity available under this Contract are:

- a) **A life annuity:** a fixed monthly annuity payable until the first day of the month in which the Participant dies.
- b) **A life and 5 years certain annuity:** a fixed monthly annuity payable for at least five years, and after that until the first day of the month in which the Participant dies.
- c) **A life and 10 years certain annuity:** a fixed monthly annuity payable for at least ten years, and after that until the first day of the month in which the Participant dies.
- d) **A life and 15 years certain annuity:** a fixed monthly annuity payable for at least fifteen years, and after that until the first day of the month in which the Participant dies.
- e) **A joint and 50% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant, and reducing after the Participant's death to 50% and continuing to the surviving spouse until the first day of the month in which the spouse dies.
- f) **A joint and 100% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant and continuing in the same amount to the surviving spouse until the first day of the month in which the spouse dies.
- g) **Any other form of fixed annuity being offered by the Company.**

Upon annuitization, the Company will issue to each annuitant, a certificate setting forth the benefit to which the annuitant is entitled.

The Company will not allow the purchase of a fixed annuity which provides for a guaranteed period longer than the Participant's life expectancy or the joint life expectancies of the Participant and the Participant's spouse.

The Company will not issue a fixed annuity if the amount available to buy such fixed annuity is less than the Company's current required minimum amount.

**12. IMMEDIATE ANNUITY PURCHASE RATES**

Attached to the Contract is a table of guaranteed immediate annuity purchase rates which are guaranteed for the duration of the Contract. The table will show rates for an annuitant aged 55 to 70 for the forms of fixed annuity described above. The rates for joint and survivor annuities assume that the age of the joint annuitant's spouse is the same as that of the annuitant. If the age of the annuitant or joint annuitant is not one of those set out above, or if another form of annuity is chosen, we will quote the purchase rate determined on the same basis, on request.

The guaranteed immediate annuity purchase rates on the attached table show the cost in dollars per \$1.00 of monthly annuity income. The amount of each annuity payment will depend upon the calendar year payments begin and the age of the Annuitant and the Co-Annuitant, if any, or other payee. The actual age is determined based on the actual age nearest birthday at the time the first monthly annuity is due.

The dollar amount of annuity payment for any calendar year payment begins, age or combination of ages not shown, for any other form of annuity option agreed to by us, or for payments made on a less frequent basis (quarterly, semi-annual or annual) will be quoted on request.

The Company will also establish a more current table of immediate annuity purchase rates which may be used when an immediate annuity is purchased under the terms of the Contract. These rates will be subject to change at any time and will only be used if they are more favorable than the guaranteed rates applicable to the Contract. If these rates are used, the applicable state premium tax must be paid at the time a fixed annuity is purchased.

### **13. DATA REQUIRED**

You will provide the Company with all information which we may require in order to carry out the provisions of this Contract including but not limited to:

- a) certificates of birth;
- b) certificates of death;
- c) inheritance tax consent;
- d) proof that an annuitant is alive when a fixed annuity payment is due;
- e) proof of benefit payment; and
- f) any other data we may reasonably require.

### **14. INCORRECT INFORMATION GIVEN TO THE COMPANY**

If an error in the amount or dates of payment of a fixed annuity purchased under this Contract is caused by false or incomplete information given to us, the fixed annuity that may be paid will be determined on the basis of the true facts.

If as a result of an error we overpay a fixed annuity, we will recover the excess from future fixed annuity payments.

If we underpay a fixed annuity, we will pay the amount owing to the person entitled to it.

### **15. ENTIRE CONTRACT**

Only the President or a Vice-President of the Company has power to change, modify or waive the provisions of this Contract on our behalf. Any such change, modification or waiver may only be made in writing. We will not be bound by any promise or representation made at any time by any other person.

To the extent allowed by this Contract, we can change the terms of the Contract without your written agreement, including but not limited to the following changes:

- a) The addition, removal and/or substitution of investment options offered under the Contract; and,
- b) The fees and/or charges described in this Contract.

Otherwise, the Contract may be changed by rider, endorsement or amendment with written agreement between you and the Company. Such written agreement must be signed for the Company by the President or a Vice-President. Such change of the Contract will not require the consent of any Participant or beneficiary.

If the Company changes the terms of the Contract, we will provide the Contractholder with adequate notice and sufficient information to decide whether to accept or reject any changes that would be fiduciary decisions. The Contractholder's failure to object to any proposed changes will be taken as the Contractholder's consent to such changes. In the event the Contractholder objects to such changes, the Contractholder may terminate the Contract without penalty, as the term is used under Section 408(b) of the Employee Retirement Income Security Act of 1974, as amended. Discontinuance and other charges under the contract may still be applicable, in accordance with the terms of the Contract and the Charge Schedule.

The Company also reserves the right to amend or change any or all of the provisions of this Contract, by written notice to you, to the extent necessary to meet the requirements of any law or regulation issued by any governmental agency to which the Company or this Contract is subject. The Company does not assume the responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, nor is the Company providing any advice or representation regarding tax and/or legal matters.

**16. NON-WAIVER OF CONTRACT PROVISIONS**

If the Company fails to insist on compliance with any provision of this Contract at any given time or under any given circumstances, that failure will not be deemed to waive or change such provision in any way. Such provision will still be enforceable at another time or under other conditions. The Company can insist on compliance whether or not the circumstances are the same.

**17. RELIANCE ON ACTION BY CONTRACTHOLDER**

The Company will not be required to question any action of the Contractholder. The Company will not be responsible to see that any action of the Contractholder is authorized by the terms of the Plan, or any trust agreement or any other document executed in connection with the Plan.

**18. WRITTEN INSTRUCTIONS**

The Company will act only upon written instructions from the Contractholder or by any other means as agreed upon by the Contractholder and the Company. The Company will be fully discharged from any and all liabilities for any amount paid to the Contractholder or paid in accordance with the directions of the Contractholder or for any change made or action taken upon such direction. The Company will not be obliged to see that money so paid by it to the Contractholder or any person will be properly distributed or applied.

**19. OWNERSHIP**

All rights of ownership in this Contract will vest in and be exercised by the Contractholder. Participants will have no rights of ownership in this Contract other than as expressly provided under any fixed annuity issued in accordance with Section 11, Form of Fixed Annuity.

**20. FORCE MAJEUR**

The Company will not incur any additional liability where the performance or prompt performance of any obligation under this Contract is prevented by "force majeure". This includes war or threat of war, civil disturbance, industrial dispute, terrorist activity or threat thereof, natural disaster, fire, or adverse weather conditions and problems of a similar nature beyond the Company's control.

**21. TERMINATION OF THE CONTRACT**

The Contractholder may terminate this Contract by requesting a withdrawal of the balance of all accounts [01][provided that, if at the time of termination the Contract contains a Stable Value Fund Sub-account, termination of the Contract will be processed subject to the provisions in such Sub-account].

The Company may also terminate this Contract if the Contract has been deemed discontinued in accordance with Section 7, Discontinuance of Contributions. We will provide the Contractholder with three months advance written notice of our intention to terminate the Contract.

After applying a discontinuance charge, and if applicable, any other charges to this Contract, the Company will distribute the remaining Assets in accordance with the following:

1. Sub-account Assets will be at Market Value [02][, except for the Stable Value Fund Sub-account which will be as determined by the provisions in the Stable Value Fund Sub-account description of this Contract] [.][:]
- [03][2. Guaranteed Interest Account Assets at your election will be:
  - a) an amount equal to the lesser of the Book or Market Value of the Guaranteed Interest Accounts; or
  - b) annually, the total amount that becomes available for reinvestment from the Guaranteed Interest Accounts until all such monies are exhausted.]

While Assets remain with the Company, they will be subject to all charges and fees outlined in the schedules attached to this Contract.

If the actions of the Contractholder violate one or more provisions of this Contract, or are such that the Company cannot fulfill its obligations under the Contract, or the Contract is being utilized by the Contractholder in a manner other than its intended purpose, the Company reserves the right to immediately terminate the Contract and apply any applicable charges or adjustments up to the date of such termination.

If the Contract is terminated by either the Contractholder or the Company, the Company will apply all applicable charges and adjustments up to the date of termination. Subject to the provisions of the applicable Sub-account(s) the Company will distribute all remaining amounts under this Contract directly to the Contractholder. Such amounts will be consolidated into one check made payable to the Trustee, unless otherwise requested by the Contractholder and agreed to by the Company, including any applicable costs. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

**CHARGE SCHEDULE**

**ASSET CHARGES**

Asset charges are calculated based on the total Assets accumulated under this Contract. Unless otherwise specified in the Contract Asset charges will be computed monthly and will be billed or deducted as agreed upon between you and us. Upon discontinuance of Contributions, asset charges will be computed and deducted as of the discontinuance date, and deducted thereafter only.

The Asset Charge Scale below indicates the basic annualized percentage of Contract Assets [01][and appropriate asset bands to be used in determining the monthly blended percentage used in computing the monthly asset charge].

Contract Assets on any Market Day will be determined as follows:

- [02][add Book Value of all Guaranteed Interest Accounts as of that date;]
- add the Market Value of all units held in the Sub-accounts [03][, except the value of the Stable Value Fund Sub-account,] as of that date [; and] [.]
- [04][add the value of the Stable Value Fund Sub-account which will be as determined in accordance with the provisions contained in the Separate Account Rider, as of that date.]

[05][The monthly blended percentage will be determined as follows:

- a) determine total Assets at the end of the previous month;
- b) apply annualized percentage to the appropriate asset bands;
- c) add the dollar amounts calculated in (b);
- d) divide (c) by (a); and
- e) convert the resulting percentage from (d) into an equivalent monthly blended percentage.

For the first month of the Contract, the monthly blended percentage will be [06][0.265%].

The asset charge for a particular month will be determined by multiplying the Contract Assets on the last day of that month by the monthly blended percentage.]

[07][A conditional fee will be applied to the contract if, as of the last Valuation Date of each Contract Year, both of the following conditions are applicable:

- a) the total Contract Assets are less than [\$300,000], and
- b) the total recurring Contributions for the Contract Year received by the Company are less than [\$70,000].

For each such year, the charge will be [\$2,000]. Such amount will be converted into an equivalent monthly amount and deducted proportionately from all accounts maintained under the Contract, based on account balances at the time of the deduction. The deduction will apply for each month that the contract remains in force in the following Contract Year. This conditional fee cannot be billed.]

**ASSET CHARGE SCALE**

[08][First Contract Year Only]

[09] Contract Assets	Annualized Asset Charge	[09a][Annualized Reduction to Asset Charge
[first \$ 100,000]	[4.00%]	[.600%]
[next \$ 150,000]	[3.90%]	[.500%]
[next \$ 250,000]	[3.80%]	[.400%]
[next \$ 250,000]	[3.70%]	[.300%]
[next \$ 250,000]	[3.60%]	[.200%]
[next \$ 1,000,000]	[3.50%]	[.100%]
[over \$ 2,000,000]	[3.45%]	[.050%]]

[10][The Annualized Asset Charge is [4.00%]. The annualized asset charge will be waived once total contract assets are more than [\$2,000,000.00] at the end of the month.] The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if Contract Assets remain equal to or greater than [\$2,000,000.00] at the end of each month.]

[11][Second Contract Year and After

<u>Contract Assets</u>	<u>Annualized Asset Charge</u>	<u>Annualized Reduction to Asset Charge</u>
[first \$ 100,000]	[6.00%]	[.600%]
[next \$ 150,000]	[5.90%]	[.500%]
[next \$ 250,000]	[5.80%]	[.400%]
[next \$ 250,000]	[5.70%]	[.300%]
[next \$ 250,000]	[5.60%]	[.200%]
[next \$ 1,000,000]	[5.50%]	[.100%]
[over \$ 2,000,000]	[5.45%]	[.050%]

[12][The annualized reduction to the Annualized Asset Charge will only apply if Contract Assets are equal to or greater than [12a] [\$2,000,000] at the end of the month. The above annualized reductions will apply to the asset charge calculated for the following month. The reduction will continue to apply only if Contract Assets are equal to or greater than [12a] [\$2,000,000] at the end of each month.]

[13][In addition, if total Contract Assets are not less than the amount of transfer contributions indicated on the application at the end of the applicable Contract Year, the Asset Charge Scale will be reduced as follows for the next Contract Year, for every asset band.

<u>Contract Year</u>	<u>Annualized Asset Charge Reduction From Standard Scale</u>
[1 - 4]	[2.00%]
[5 - 7]	[2.00%]
[8 - 10]	[2.00%]
[More than 10]	[2.00%]

If total Contract Assets are less than the amount of transfer contributions indicated on the application at the end of any subsequent Contract Year, the Asset Charge Scale will again apply for the next Contract Year. If total Contract Assets are not less than the amount of transfer contributions indicated on the application at the end of any subsequent Contract Year, the Asset Charge Scale will again be reduced pursuant to the above scale.]

[14] [The Annualized asset charges shown above have increased by [V1%] for [V2] Contract Years, based on total transfer contributions as indicated on the application for the prior carrier's Market Value adjustment for Guaranteed Interest Accounts and/or the prior carrier's back end/discontinuance charge.]

[15][Third Party Administrator (TPA) Fees and Registered Investment Advisor (RIA) Fees will be paid in accordance with the instructions received from the Trustee(s).]

Contract Year is determined based on the Effective Date of the Contract.

**[WITHDRAWAL CHARGE SCALE**

The Withdrawal Charge Scale is as follows:

<u>Contract Year in which Withdrawal Occurs</u>	<u>Withdrawal Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	8.0%	7.0%
2	8.0%	7.0%
3	8.0%	7.0%
4	8.0%	7.0%
5	7.5%	6.5%
6	7.0%	6.0%
7	6.5%	5.5%
8	6.0%	5.0%
9	5.5%	4.5%
10	5.0%	4.0%
More than 10	Nil	Nil

**DISCONTINUANCE CHARGE SCALE**

The Discontinuance Charge Scale is as follows:

<u>Contract Year in which Discontinuance Occurs</u>	<u>Discontinuance Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	8.0%	7.0%
2	8.0%	7.0%
3	8.0%	7.0%
4	8.0%	7.0%
5	7.5%	6.5%
6	7.0%	6.0%
7	6.5%	5.5%
8	6.0%	5.0%
9	5.5%	4.5%
10	5.0%	4.0%
More than 10	Nil	Nil

The amount of charge calculated in accordance with this scale will be deducted proportionately from all accounts maintained under the Contract at the earlier of the time contributions are deemed discontinued or the Contract is terminated.

The reduced scale will only apply if the Company receives an average of \$10,000 or more of external transfer per account during the first 12 months of the Contract.]

[16]  
[The Discontinuance charges shown above have been increased as outlined in the following scale, based on total transfer contributions as indicated on the application for the prior carrier’s market value adjustment for Guaranteed Interest Accounts and/or the prior carrier’s back end/discontinuance charge.

<u>Contract Year in which Discontinuance Occurs</u>	<u>Increase to Discontinuance Charge for Market Value Equalizer</u>
1 - 3	[V1%]
4 - 5	[V2%]
6 - 7	[V3%]

We may change any Charge Scale contained in this Schedule. Any change to a Charge Scale above will not take place until one year following the Contract Effective Date. We will give you three months advance written notice of any intended change. However, if contributions in the first Contract Year are not as stated on the application, we reserve the right to change any Charge Scale immediately following the first Contract Year by giving you written notification of such change.



**Group Annuity Contract**  
**John Hancock Life Insurance Company (U.S.A.)**  
**A Stock Company**  
**200 Bloor Street East, Toronto, Ontario Canada M4W 1E5**  
**1-800-333-0963**

Available ONLY to Trusteed Eligible Deferred Compensation Plans of State and Local Governments described in Section 457 (b) of the Internal Revenue Code.

**CONTRACTHOLDER** [01][THE TRUSTEES OF THE MUNICIPALITY/STATE OF XYZ DEFERRED COMPENSATION PLAN]

**CONTRACT NUMBER** [02][00000]

**CONTRACT EFFECTIVE DATE AND SITUS** [03][January 1, 2004] at 12:01 a.m. local time at the Contractholder’s address. This Contract is delivered in [03a][state] and is subject to its laws.

**INVESTMENT OPTIONS AVAILABLE** [04][Guaranteed Interest Accounts are as described in the Guaranteed Interest Accounts Rider.]

Sub-accounts selected are as described on the appropriate Separate Account Riders that are attached to and form part of this Contract.

[05][If a Stable Value Fund Sub-account is selected as an investment option, the Plan is not permitted to have any investment option that is a “Competing Investment Option”, either in this Contract or elsewhere. A “Competing Investment Option” is defined in the “Definitions” section of this Contract. John Hancock Life Insurance Company (U.S.A.) reserves the right to review any new investment option being added by the Plan to determine that it is not a Competing Investment Option. ]

**THE VALUE OF INVESTMENTS IN THE COMPANY’S SUB-ACCOUNTS WILL INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SUB-ACCOUNTS. THE COMPANY DOES NOT GUARANTEE THESE VALUES. INFORMATION PERTAINING TO THESE SUB-ACCOUNTS CAN BE FOUND IN THE APPROPRIATE SEPARATE ACCOUNT RIDERS ATTACHED TO THIS CONTRACT.**

**PLAN** In this Contract, “Plan” means [06][THE MUNICIPALITY/STATE OF XYZ DEFERRED COMPENSATION PLAN] as at the effective date of the Contract and any later amendments to such Plan.

**PLAN SPONSOR** In this Contract, “Plan Sponsor” means [07][THE MUNICIPALITY/STATE OF XYZ].

**PRODUCT DESCRIPTION** This is an Unallocated Non-Participating Group Annuity Contract.

**DATE OF ISSUE** [08][January 1, 2004].

**ISSUER** John Hancock Life Insurance Company (U.S.A.) (herein referred to as “we”, “us” or “the Company”), agrees to accept contributions sent in by the Contractholder (herein referred to as “you”), to invest those contributions, and to provide services in accordance with the provisions and conditions of this Contract.

Manulife Financial is the trade name of The Manufacturers Life Insurance Company and its subsidiaries, which together form an international financial services organization. This Contract is issued by John Hancock Life Insurance Company (U.S.A.), a wholly-owned subsidiary of The Manufacturers Life Insurance Company.

The provisions and conditions on the following pages are a part of the Contract.

Chairman and President

Vice President Counsel and Secretary

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## 1. DEFINITIONS

In this Contract, unless the context indicates otherwise:

**“Assets”** mean the total value of all accounts under this Contract.

- [01] **“Book Value”** means the value of a guaranteed interest account equal to the aggregate of all contributions made to the account plus interest earned on those contributions less all asset charges, fees and any previous withdrawals.]

**“Cash Account”** means an account to which contributions, for which sufficient information has not been received, are credited. Contributions credited to this account will earn interest at the rate we credit to funds on deposit. The Company may receive and retain earnings on Contract Assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account.

**“Contribution”** means any amount you pay to us for investment in the Investment Options selected under this Contract. Such amount will include transfer and recurring Contributions unless otherwise specified in the Contract.

- [02] **“Competing Investment Option”** means any fund or investment vehicle available under the Plan, either in this Contract or elsewhere, to which contributions or transfers can be made, and which offer a low risk of loss of principal. Competing Investment Options are, but are not limited to, Guaranteed Interest Accounts, GIC’s, money market funds or any other funds as determined by the provider of the underlying stable value mutual fund or trust offered under a Stable Value Fund Sub-account, or us.]

**“Contract”** means the application, the Group Annuity Contract and all applicable riders, which together form the entire Contract.

**“Contract Year”** means the twelve month period beginning on the Contract’s effective date or on a Contract anniversary, and ending on the day before the next Contract anniversary.

- [03] **“Guaranteed Interest Accounts”** mean Investment Options through which contributions can be accumulated with interest in the Company’s general funds.]

**“Market Day”** means the hours of a day during which the New York Stock Exchange is open for trading.

**“Market Value”** when used in reference to a Sub-account means the value of an investment on a Valuation Date. It is computed by using closing prices, on nationally recognized stock exchanges or over-the-counter markets where no formal exchange exists, on that date to the extent possible. Where the investment is in shares of a mutual fund or portfolio thereof, it is computed by using the net asset value per share provided by that mutual fund or portfolio thereof on that date. [04][When used in reference to a guaranteed interest account, “Market Value” means the value of an investment according to the formula specified in the Guaranteed Interest Accounts Rider.]

**“Participant”** means a person covered under the Plan.

**“Reporting Year”** means a twelve month period ending on the date specified by the Contractholder as Reporting Year End by the Contractholder. The initial Reporting Year may be less than twelve months.

**“Plan Expense Reduction Account”** means an account to which monies may be credited on a quarterly basis at the end of each calendar quarter as mutually agreed between you and us.

**“Separate Account”** means an account which is segregated from the general funds of the Company. Any income, gains or losses whether realized or unrealized, from Assets in a Separate Account will be credited to or charged against said account without regard to the other income, gains or losses of the Company.

Assets allocated to a Separate Account equal to the reserves and other contract liabilities with respect to the account shall not be chargeable with liabilities arising out of any other business the Company may conduct. The Company owns the Assets held in the Separate Accounts and is not a Trustee as to such amounts.

**“Sub-accounts”** mean the Investment Options available under the Separate Accounts of the Company.

**“Valuation Date”** means a Market Day on which the Company will value the Sub-accounts.

## **2. CURRENCY**

All amounts to be paid either to or by the Company will be paid in United States dollars.

## **3. CONTRIBUTIONS AND ACCOUNTS**

Contributions remitted to this Contract must be for the exclusive benefit of Participants covered under the terms of the Plan.

Contributions remitted to this Contract may be invested only in the Investment Options selected by the Contractholder. The provisions applicable to the Investment Options available under this Contract are found in the [01][Guaranteed Interest Accounts Rider and] appropriate Separate Account Riders attached to this Contract.

Contributions remitted to this Contract must be sent to the Company using a funding direction approved by us, showing the source and the amount of each type of contribution. A contribution can be divided between the Investment Options selected under this Contract in any ratio desired.

We require complete contributions, enrollment and investment information in order to invest contributions in the Investment Options selected under this Contract. Otherwise, contributions will be invested in the default investment option selected by the Contractholder. If the Contractholder does not specify a default investment option, contributions will be invested in accordance with our current administrative guidelines.

Contributions will be deemed received in accordance with Section 8, Financial Transaction Processing.

Contributions will not be subject to any investment gains or losses under this Contract prior to the date they are deemed received for investment purposes.

The Company reserves the right to refuse future contributions to certain or all Investment Options under this Contract after providing the Contractholder with 90 days written notice of such intent.

Only transfers that are permitted as eligible transfers by the Plan covered under this Contract will be accepted by the Company.

#### 4. CHARGES

Charges are outlined in the Charge Schedule which is part of this contract this Contract. The charges are guaranteed for the [first] Contract Year. Thereafter, we may change any charge provided we give you three months advance written notice of the intended change. However, if Contributions in the first Contract Year are less than the amount shown on the application, we reserve the right to change the Asset Charge Scale immediately by giving you written notification of the change.

All charges and/or fees unless otherwise specified in the Contract will be paid as follows:

- a) deducted from the [01][Guaranteed Interest Accounts and] Sub-accounts; and/or
- b) billed to the Contractholder. Billed amounts are due and payable [31] days after the date of the bill. Failure to pay within this time frame will result in a deduction of such charges and/or fees from Contract Assets. The Contractholder agrees that the Company may deduct all future charges and/or fees from Contract Assets if payment of billed charges and/or fees has defaulted at least once.

[02][The Company has provided additional money to the Contractholder to compensate for the prior carrier's market value adjustment to the [02a][Guaranteed Interest Accounts and/or] prior carrier's back end/discontinuance charge. The total value of this additional money is [02b] [V1%] of the total transfer contributions as indicated on the application.]

[03][The Company will recover the money paid out as outlined above over a period of [03a] [V2] Contract Years through adjustments to Asset Charges and Discontinuance Charges as outlined in the Charge Schedule of this Contract.]

#### 5. INTER-ACCOUNT TRANSFERS

The transfer of contributions between accounts will be permitted, subject to any restrictions specified in our administrative guidelines, as may be amended from time to time.

The Company must receive written direction specifying the amount to be transferred, the accounts involved and the type of transfer. The Company will also accept direction by any other means agreed to by the Contractholder and the Company.

We may impose an administrative charge per transfer provided we give you three months advance written notice. In addition, an underlying mutual fund of a Sub-account may impose a redemption or other fee with respect to certain transfers. Any such redemption fee will be deducted from the Sub-accounts.

We also reserve the right to defer the transfer privilege at any time that we are unable to purchase or redeem shares of the underlying mutual fund, trust or portfolio of the Sub-accounts under the Contract until such time as we are able to process the transfer.

[04][No transfers will be permitted between Guaranteed Interest Accounts. Inter-account transfers from Guaranteed Interest Accounts to Sub-accounts will be permitted only in accordance with the rules stated in the Guaranteed Interest Accounts Rider attached to this Contract.]

Inter-account transfers will be processed in accordance with Section 8, Financial Transaction Processing.

This Contract is not designed for entities or persons engaging in short-term investing since such activity may increase investment option transaction costs and be disruptive to the management of the Investment Options under the Contract. If the underlying mutual fund manager, trustee of an underlying trust or the Company determines that any transfer disrupts or may potentially disrupt the management of an investment option or increase investment option transaction costs (“disruptive short term trading”), we reserve the right to impose restrictions, including but not limited to:

- restricting the number of transfers made during a defined period;
- restricting the dollar amount of transfers;
- restricting the method used to submit transfers; and,
- restricting transfers into and out of certain Investment Options.

While we seek to identify and prevent disruptive short term trading, it is not always possible to do so. Therefore, no assurance can be given that we will successfully impose restrictions on all disruptive short term trading. The current restrictions are detailed in the administrative guidelines that have been provided to you and may be amended from time to time by us. The current administrative guidelines are also available on the Company Internet site, or may be requested at any time from the Company.

## 6. WITHDRAWALS

The types of withdrawals allowed under this Contract are as follows:

- 1) severance from employment or termination of employment, as applicable, as defined by the Internal Revenue Service. We reserve the right to request any additional information that we deem necessary to determine whether the withdrawal is due to a true severance of employment or termination of employment, as applicable, as defined by the Internal Revenue Service;
- 2) retirement (as defined in the Plan);
- 3) death;
- 4) return of excess deferrals;
- 5) unforeseeable emergencies, as defined in the Internal Revenue Service Regulations;
- 6) required minimum distribution;
- 7) withdrawals permitted under section 414(w)(2) of the Internal Revenue Code;
- 8) eligible rollover distributions (other than those enumerated above);
- 9) withdrawals required by a court of competent jurisdiction or any federal or state regulatory agency;
- 10) Contract termination;
- 11) in-service withdrawals as defined in the Plan.

Withdrawals are allowed under this Contract only if they are permitted under your Plan. The Company will not be responsible for determining if withdrawals are permitted under the Plan. Withdrawals will be distributed or applied in accordance with your instructions.

Withdrawals for reasons other than those listed above may also be allowed but will be subject to a withdrawal charge based on the Withdrawal/Discontinuance Charge Scale applicable to this Contract.

Withdrawals from Sub-accounts [01][,excluding a Stable Value Fund Sub-account,] will be made at Market Value regardless of the type of withdrawal or when the withdrawal is made. [02][Notwithstanding any other provisions herein, withdrawals from a Stable Value Fund Sub-account will be made in accordance with, and subject to, the provisions specified in the Stable Value Fund Sub-account description.]

[03][Withdrawals from Guaranteed Interest Accounts will be made at Book Value, lesser of Book or Market Value, or Market Value depending on the withdrawal type, as listed below. A withdrawal will be on a “last-in, first-out” basis. The amount paid by the Company will be the amount requested to be withdrawn. If there is insufficient money to cover the withdrawal amount requested, and any adjustment applicable to the transaction, from the accounts within the money type selected, the withdrawal will not be processed.

- Withdrawal types 1-6 will be made at Book Value.
- Withdrawal types 7-11 will be made at the lesser of book or Market Value.
- Withdrawals allowed for reasons other than those specifically itemized above in the Withdrawals section will be made at the lesser of book or Market Value.]

Withdrawals will be processed in accordance with Section 8, Financial Transaction Processing. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

Withdrawal types other than 10) Contract termination, will be applied in accordance with one or a combination of the following as directed by you:

- a) as a payment to buy an annuity from the Company, or from any other source;
- b) as a payment to the Participant;
- c) as payment to a deceased Participant’s beneficiary or estate; or
- d) as a payment to Plan Trustees.

Withdrawal type 10) Contract termination, will be processed in accordance with Section 21, Termination of the Contract.

For the purposes of this section “payment” means a single premium, a lump sum or any other form of payment offered by the Company at the time of the withdrawal.

We reserve the right to request any additional information we deem necessary to process a withdrawal and the right to audit Plan records and any other relevant materials to verify the basis of any withdrawals.

## 7. DISCONTINUANCE OF CONTRIBUTIONS

The Contractholder can discontinue contributions to this Contract at any time by giving us written notice of discontinuance. The effective date of discontinuance will be the later of the date specified on the notice or the date such notice is received by the Company, in accordance with our current administrative guidelines.

Once a discontinuance quote has been requested by the Contractholder, or once the Company had deemed a discontinuance to occur, the Company may not process any withdrawals until the Company has determined whether this Contract is being discontinued or not.

The Company may deem a discontinuance to occur for any of the following:

- a) A contribution is not received [90] days after the contribution frequency selected by the Contractholder;
- [01] [b] Contract Assets fall below [\$70,000.00] at any time following the second Contract anniversary;]
- [01a][b] Contract Assets at any time during the first [7] Contract Years fall below the amount of transfer contributions indicated on the application. Thereafter, Contract Assets fall below [\$70,000.00] at any time;]
- [02] [c] contributions in the last [2] years average less than [\$35,000.00] per year;
- [02a][c] contributions in the last [2] years average less than [80%] of the current year estimated contributions excluding transfer contributions as indicated on the application;]
- d) there are less than [2] Participants who are making contributions to the Contract in accordance with the frequency of contributions selected on the application;
- e) the Plan Sponsor becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers, or permits the appointment of a receiver for its business or Assets or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights;
- f) we receive evidence or otherwise acquire knowledge that the Plan is no longer an Eligible Deferred Compensation Plan of State and Local Governments as described in Section 457 (b) of the Internal Revenue Code or;
- g) the Plan receives written notification from the Commissioner of the Internal Revenue Service that it is not administered in accordance with the applicable eligibility requirements and the Plan fails to correct the inconsistencies noted in the written notification within the prescribed time.
- h) Contract Termination.

A discontinuance of contributions will not be deemed to occur if the Company has refused to accept future contributions pursuant to Section 3, Contributions and Accounts.

Upon a discontinuance of contributions, we reserve the right to refuse future contributions immediately by giving you written notification. Assets that remain in the Contract after a discontinuance of contributions will be subject to all charges and fees outlined in the schedules attached to this Contract.

- [03] [In addition, if a discontinuance is deemed to occur in accordance with this section, the discontinuance charge will be applied in accordance with the Charge Schedule which is part of this Contract. This charge will be applied before deducting all other unpaid charges. The discontinuance charge will only be applied once during the lifetime of the Contract.]

## 8. FINANCIAL TRANSACTION PROCESSING

Under this Contract, financial transactions include contributions, withdrawals and inter-account transfers.

The effective date of receipt of contributions will depend upon the time money is received by the Company, and in what form it is received. In addition to the above, the effective date of allocation of contributions will also be dependent upon receipt of information pursuant to Section 3, Contributions and Accounts. Except as otherwise provided under an applicable Sub-account description, withdrawals and Inter-account Transfers will be processed only on a Valuation Date and will be effective the later of the date requested or the date received. All financial transactions will be processed in accordance with our current administrative guidelines unless otherwise specified in this Contract.

## 9. NO ASSIGNMENT

The rights of a Participant in any fixed annuity issued under this Contract cannot be assigned, alienated, encumbered or pledged as collateral for a loan except as required by law.

## 10. LIMITATION ON PAYMENTS

We will not make any payments to a person other than the Contractholder except:

- a) as otherwise provided in this Contract; or
- b) any payment agreed upon by you and the Company.

## 11. FORM OF FIXED ANNUITY

The forms of fixed annuity available under this Contract are:

- a) **A life annuity:** a fixed monthly annuity payable until the first day of the month in which the Participant dies.
- b) **A life and 5 years certain annuity:** a fixed monthly annuity payable for at least five years, and after that until the first day of the month in which the Participant dies.
- c) **A life and 10 years certain annuity:** a fixed monthly annuity payable for at least ten years, and after that until the first day of the month in which the Participant dies.
- d) **A life and 15 years certain annuity:** a fixed monthly annuity payable for at least fifteen years, and after that until the first day of the month in which the Participant dies.
- e) **A joint and 50% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant, and reducing after the Participant's death to 50% and continuing to the surviving spouse until the first day of the month in which the spouse dies.
- f) **A joint and 100% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant and continuing in the same amount to the surviving spouse until the first day of the month in which the spouse dies.
- g) **Any other form of fixed annuity being offered by the Company.**

Upon annuitization, the Company will issue to each annuitant, a certificate setting forth the benefit to which the annuitant is entitled.

The Company will not allow the purchase of a fixed annuity which provides for a guaranteed period longer than the Participant's life expectancy or the joint life expectancies of the Participant and the Participant's spouse.

The Company will not issue a fixed annuity if the amount available to buy such fixed annuity is less than the Company's current required minimum amount.

## 12. IMMEDIATE ANNUITY PURCHASE RATES

Attached to the Contract is a table of guaranteed immediate annuity purchase rates which are guaranteed for the duration of the Contract. The table will show rates for an annuitant aged 55 to 70 for the forms of fixed annuity described above. The rates for joint and survivor annuities assume that the age of the joint annuitant's spouse is the same as that of the annuitant. If the age of the annuitant or joint annuitant is not one of those set out above, or if another form of annuity is chosen, we will quote the purchase rate determined on the same basis, on request.

The guaranteed immediate annuity purchase rates on the attached table show the cost in dollars per \$1.00 of monthly annuity income. The amount of each annuity payment will depend upon the calendar year payments begin and the age of the Annuitant and the Co-Annuitant, if any, or other payee. The actual age is determined based on the actual age nearest birthday at the time the first monthly annuity is due.

The dollar amount of annuity payment for any calendar year payment begins, age or combination of ages not shown, for any other form of annuity option agreed to by us, or for payments made on a less frequent basis (quarterly, semi-annual or annual) will be quoted on request.

The Company will also establish a more current table of immediate annuity purchase rates which may be used when an immediate annuity is purchased under the terms of the Contract. These rates will be subject to change at any time and will only be used if they are more favorable than the guaranteed rates applicable to the Contract. If these rates are used, the applicable state premium tax must be paid at the time a fixed annuity is purchased.

### 13. DATA REQUIRED

You will provide the Company with all information which we will require in order to carry out the provisions of this Contract including but not limited to:

- a) certificates of birth;
- b) certificates of death;
- c) inheritance tax consent;
- d) proof that an annuitant is alive when a fixed annuity payment is due;
- e) proof of benefit payment; and
- f) any other data we will reasonably require.

### 14. INCORRECT INFORMATION GIVEN TO THE COMPANY

If an error in the amount or dates of payment of a fixed annuity purchased under this Contract is caused by false or incomplete information given to us, the fixed annuity that can be paid will be determined on the basis of the true facts.

If as a result of an error we overpay a fixed annuity, we will recover the excess from future fixed annuity payments.

If we underpay a fixed annuity, we will pay the amount owing to the person entitled to it.

### 15. ENTIRE CONTRACT

Only the President or a Vice-President of the Company has power to change, modify or waive the provisions of this Contract on our behalf. Any such change, modification or waiver can only be made in writing. We will not be bound by any promise or representation made at any time by any other person.

To the extent allowed by this Contract, we can change the terms of the Contract without your written agreement, including but not limited to the following changes:

- a) The addition, removal and/or substitution of investment options offered under the Contract; and,
- b) The fees and/or charges described in this Contract.

Otherwise, the Contract may be changed by rider, endorsement or amendment with written agreement between you and the Company. Such written agreement must be signed for the Company by the President or a Vice-President. Such change of the Contract will not require the consent of any Participant or beneficiary.

If the Company changes the terms of the Contract, we will provide the Contractholder with adequate notice and sufficient information to decide whether to accept or reject any changes that would be fiduciary decisions. The Contractholder's failure to object to any proposed changes will be taken as the Contractholder's consent to such changes. In the event the Contractholder objects to such changes, the Contractholder may terminate the Contract without penalty, as the term is used under Section 408(b) of the Employee Retirement Income Security Act of 1974, as amended. Discontinuance and other charges under the contract may still be applicable, in accordance with the terms of the Contract and the Charge Schedule.

The Company also reserves the right to amend or change any or all of the provisions of this Contract, by written notice to you, to the extent necessary to meet the requirements of any law or regulation issued by any governmental agency to which the Company or this Contract is subject. The Company does not assume the responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, nor is the Company providing any advice or representation regarding tax and/or legal matters.

**16. NON-WAIVER OF  
CONTRACT PROVISIONS**

If the Company fails to insist on compliance with any provision of this Contract at any given time or under any given circumstances, that failure will not be deemed to waive or change such provision in any way. Such provision will still be enforceable at another time or under other conditions. The Company can insist on compliance whether or not the circumstances are the same.

**17. RELIANCE ON ACTION  
BY CONTRACTHOLDER**

The Company will not be required to question any action of the Contractholder. The Company will not be responsible to see that any action of the Contractholder is authorized by the terms of the Plan, or any trust agreement or any other document executed in connection with the Plan.

**18. WRITTEN INSTRUCTIONS**

The Company will act only upon written instructions from the Contractholder or by any other means as agreed upon by the Contractholder and the Company. The Company will be fully discharged from any and all liabilities for any amount paid to the Contractholder or paid in accordance with the directions of the Contractholder or for any change made or action taken upon such direction. The Company will not be obliged to see that money so paid by it to the Contractholder or any person will be properly distributed or applied.

**19. OWNERSHIP**

All rights of ownership in this Contract will vest in and be exercised by the Contractholder. Participants will have no rights of ownership in this Contract other than as expressly provided under any fixed annuity issued in accordance with Section 11, Form of Fixed Annuity.

**20. FORCE MAJEUR**

The Company will not incur any additional liability where the performance or prompt performance of any obligation under this Contract is prevented by "force majeure". This includes war or threat of war, civil disturbance, industrial dispute, terrorist activity or threat thereof, natural disaster, fire or adverse weather conditions and problems of a similar nature beyond the Company's control.

**21. TERMINATION OF  
THE CONTRACT**

The Contractholder may terminate this Contract by requesting a withdrawal of the balance of all accounts [01][provided that, if at the time of termination the Contract contains a Stable Value Fund Sub-account, termination of the Contract will be processed subject to the provisions in such Sub-account].

The Company can also terminate this Contract if the Contract has been deemed discontinued in accordance with Section 7 Discontinuance of Contributions. We will provide the Contractholder with three months advance written notice of our intent to terminate the Contract.

After applying a discontinuance charge, and if applicable, any other charges to this Contract, the Company will distribute the remaining Assets in accordance with the following:

1. Sub-account Assets will be at Market Value [02][, except for the Stable Value Fund Sub-account which will be as determined by the provisions in the Stable Value Fund Sub-account description of this Contract] [.][:]
- [03][2. Guaranteed Interest Account Assets at your election will be:
  - a) an amount equal to the lesser of the Book or Market Value of the Guaranteed Interest Accounts; or
  - b) annually, the total amount that becomes available for reinvestment from the Guaranteed Interest Accounts until all such monies are exhausted.]

While Assets remain with the Company, they will be subject to all charges and fees outlined in the schedules attached to this Contract.

If the actions of the Contractholder violate one or more provisions of this Contract, or are such that the Company cannot fulfill its obligations under the Contract, or the Contract is being utilized by the Contractholder in a manner other than its intended purpose, the Company reserves the right to immediately terminate the Contract and apply any applicable charges or adjustments up to the date of such termination.

If the Contract is terminated by either the Contractholder or the Company, the Company will apply all applicable charges and adjustments up to the date of termination. Subject to the provisions of the applicable Sub-account(s) the Company will distribute all remaining amounts under this Contract directly to the Contractholder. Such amounts will be consolidated into one check made payable to the Trustee, unless otherwise requested by the Contractholder and agreed to by the Company, including any applicable costs. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

## CHARGE SCHEDULE

### ASSET CHARGES

Asset charges are calculated based on the total Assets accumulated under this Contract. Unless otherwise specified in the Contract Asset charges will be computed monthly and will be billed or deducted as agreed upon between you and us. Upon discontinuance of Contributions, asset charges will be computed and deducted as of the discontinuance date, and deducted thereafter only.

The Asset Charge Scale below indicates the basic annualized percentage of Contract Assets [01][and appropriate asset bands to be used in determining the monthly blended percentage used in computing the monthly asset charge].

Contract Assets on any Market Day will be determined as follows:

- [02][add Book Value of all Guaranteed Interest Accounts as of that date;]
- add the Market Value of all units held in the Sub-accounts [03][, except the value of the Stable Value Fund Sub-account,] as of that date [; and] [.]
- [04][add the value of the Stable Value Fund Sub-account which will be as determined in accordance with the provisions contained in the Separate Account Rider, as of that date.]

[05][The monthly blended percentage will be determined as follows:

- a) determine total Assets at the end of the previous month;
- b) apply annualized percentage to the appropriate asset bands;
- c) add the dollar amounts calculated in (b);
- d) divide (c) by (a); and
- e) convert the resulting percentage from (d) into an equivalent monthly blended percentage.

For the first month of the Contract, the monthly blended percentage will be [06][0.265%].

The asset charge for a particular month will be determined by multiplying the Contract Assets on the last day of that month by the monthly blended percentage.]

[07][A conditional fee will be applied to the contract if, as of the last Valuation Date of each Contract Year, both of the following conditions are applicable:

- a) the total Contract Assets are less than [\$300,000], and
- b) the total recurring Contributions for the Contract Year received by the Company are less than [\$70,000].

For each such year, the charge will be [\$2,000]. Such amount will be converted into an equivalent monthly amount and deducted proportionately from all accounts maintained under the Contract, based on account balances at the time of the deduction. The deduction will apply for each month that the contract remains in force in the following Contract Year. This conditional fee cannot be billed.]

### ASSET CHARGE SCALE

[08][First Contract Year Only]

[09] <u>Contract Assets</u>	<u>Annualized Asset Charge</u>	[09a] <u>Annualized Reduction to Asset Charge</u>
[first \$ 100,000]	[4.00%]	[.600%]
[next \$ 150,000]	[3.90%]	[.500%]
[next \$ 250,000]	[3.80%]	[.400%]
[next \$ 250,000]	[3.70%]	[.300%]
[next \$ 250,000]	[3.60%]	[.200%]
[next \$ 1,000,000]	[3.50%]	[.100%]
[over \$ 2,000,000]	[3.45%]	[.050%]

[10][The Annualized Asset Charge is [4.00%]. The annualized asset charge will be waived once total contract assets are more than [\$2,000,000.00] at the end of the month.] The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if Contract Assets remain equal to or greater than [\$2,000,000.00] at the end of each month.]

[11][Second Contract Year and After

<u>Contract Assets</u>	<u>Annualized Asset Charge</u>	<u>Annualized Reduction to Asset Charge</u>
[first \$ 100,000]	[6.00%]	[.600%]
[next \$ 150,000]	[5.90%]	[.500%]
[next \$ 250,000]	[5.80%]	[.400%]
[next \$ 250,000]	[5.70%]	[.300%]
[next \$ 250,000]	[5.60%]	[.200%]
[next \$ 1,000,000]	[5.50%]	[.100%]
[over \$ 2,000,000]	[5.45%]	[.050%]

[12][The annualized reduction to the Annualized Asset Charge will only apply if Contract Assets are equal to or greater than [12a] [\$2,000,000] at the end of the month. The above annualized reductions will apply to the asset charge calculated for the following month. The reduction will continue to apply only if Contract Assets are equal to or greater than [12a] [\$2,000,000] at the end of each month.]

[13][In addition, if total Contract Assets are not less than the amount of transfer contributions indicated on the application at the end of the applicable Contract Year, the Asset Charge Scale will be reduced as follows for the next Contract Year, for every asset band.

<u>Contract Year</u>	<u>Annualized Asset Charge Reduction From Standard Scale</u>
[1 - 4]	[2.00%]
[5 - 7]	[2.00%]
[8 - 10]	[2.00%]
[More than 10]	[2.00%]

If total Contract Assets are less than the amount of transfer contributions indicated on the application at the end of any subsequent Contract Year, the Asset Charge Scale will again apply for the next Contract Year. If total Contract Assets are not less than the amount of transfer contributions indicated on the application at the end of any subsequent Contract Year, the Asset Charge Scale will again be reduced pursuant to the above scale.]

[14] [The Annualized asset charges shown above have increased by [V1%] for [V2] Contract Years, based on total transfer contributions as indicated on the application for the prior carrier's Market Value adjustment for Guaranteed Interest Accounts and/or the prior carrier's back end/discontinuance charge.]

[15][Third Party Administrator (TPA) Fees and Registered Investment Advisor (RIA) Fees will be paid in accordance with the instructions received from the Trustee(s).]

Contract Year is determined based on the Effective Date of the Contract.

**[WITHDRAWAL CHARGE SCALE**

The Withdrawal Charge Scale is as follows:

<u>Contract Year in which Withdrawal Occurs</u>	<u>Withdrawal Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	8.0%	7.0%
2	8.0%	7.0%
3	8.0%	7.0%
4	8.0%	7.0%
5	7.5%	6.5%
6	7.0%	6.0%
7	6.5%	5.5%
8	6.0%	5.0%
9	5.5%	4.5%
10	5.0%	4.0%
More than 10	Nil	Nil

**DISCONTINUANCE CHARGE SCALE**

The Discontinuance Charge Scale is as follows:

<u>Contract Year in which Discontinuance Occurs</u>	<u>Discontinuance Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	8.0%	7.0%
2	8.0%	7.0%
3	8.0%	7.0%
4	8.0%	7.0%
5	7.5%	6.5%
6	7.0%	6.0%
7	6.5%	5.5%
8	6.0%	5.0%
9	5.5%	4.5%
10	5.0%	4.0%
More than 10	Nil	Nil

The amount of charge calculated in accordance with this scale will be deducted proportionately from all accounts maintained under the Contract at the earlier of the time contributions are deemed discontinued or the Contract is terminated.

The reduced scale will only apply if the Company receives an average of \$10,000 or more of external transfer per account during the first 12 months of the Contract.]

[16]  
[The Discontinuance charges shown above have been increased as outlined in the following scale, based on total transfer contributions as indicated on the application for the prior carrier’s market value adjustment for Guaranteed Interest Accounts and/or the prior carrier’s back end/discontinuance charge.

<u>Contract Year in which Discontinuance Occurs</u>	<u>Increase to Discontinuance Charge for Market Value Equalizer</u>
1 - 3	[V1%]
4 - 5	[V2%]
6 - 7	[V3%]

We may change any Charge Scale contained in this Schedule. Any change to a Charge Scale above will not take place until one year following the Contract Effective Date. We will give you three months advance written notice of any intended change. However, if contributions in the first Contract Year are not as stated on the application, we reserve the right to change any Charge Scale immediately following the first Contract Year by giving you written notification of such change.



# Group Annuity Contract Application

## John Hancock Life Insurance Company (U.S.A.)

A Stock Company

Available ONLY to Trusteed Eligible Deferred Compensation Plans of State and Local Governments described in Section 457(b) of the Internal Revenue Code.

### SECTION A - APPLICANT

1. Name	Plan Name		Plan
	The Trustees of		
2. Trustee's Address	Street No. and Name		Suite No.
	City	State	Zip Code

### SECTION B - CONTRACT EFFECTIVE DATE

Date on which the first contribution and allocation instructions are received by John Hancock Life Insurance Company (U.S.A.) (hereafter referred to as John Hancock USA).

### SECTION C - PLAN INFORMATION

1. Name of Plan Sponsor	Employer		
2. Employer's Address	Street No. and Name		Suite No.
	City	State	Zip Code

3. Type of Organization Sponsoring Plan

Municipality    
 State    
 Agency/Instrumentality of State or Municipality

### SECTION D - SPECIFICATIONS

1. Estimated Annual Recurring Contributions	\$
2. Estimated amount of first year external transfer contributions	\$
3. The external transfer contribution will be: (check one if applicable)	<input type="checkbox"/> Contributed in one lump sum at Contract inception <input type="checkbox"/> Contributed in installments
	Specify timing and amounts

### SECTION E - AUTHORIZATION

The Trustee authorizes John Hancock USA to accept written financial and administrative direction from the persons specified below. The Trustee also authorizes John Hancock USA to provide Plan information to the persons specified below.

Print Name - First	Last	Title	Signature
Print Name - First	Last	Title	Signature

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.

**SECTION F - APPLICANT'S STATEMENT**

I, the Trustee, apply for the Group Annuity Contract and agree to accept the terms and conditions of the Contract. I understand that John Hancock USA is responsible for providing only the services set forth under this Contract. I also understand that John Hancock USA is not responsible for providing any other services in connection with the Plan and that no person or firm is authorized to act as an agent of John Hancock USA in providing such services.

I agree to furnish John Hancock USA with any Plan information or documents that John Hancock USA may require in order to provide the services set forth under the Contract and, if applicable, to determine if any investment option offered under the Plan is a Competing Investment Option. I certify that the Plan is a Trusteed Eligible Deferred Compensation Plan of State and Local Governments described in Section 457(b) of the Internal Revenue Code, and agree to notify John Hancock USA immediately if the Plan is no longer so eligible.

Signed at

City	State
------	-------

On

Day	Month	Year
-----	-------	------

On Behalf of Contractholder by

Print Name - First	Last	Title	Signature
		Trustee	

Print Name - First	Last	Title	Signature
		Trustee	

Print Name - First	Last	Title	Signature
		Trustee	

Witness	Print Name - First	Last	Signature

SERFF Tracking Number: MNLF-126112781 State: Arkansas  
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 42334  
 Company Tracking Number: MNLF-126112781  
 TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium  
 Product Name: ARA06 and 457 Contracts  
 Project Name/Number: Small Plan Pricing - Non-GIFL/GAC1000(ARA06)(0909)

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Flesch Certification		
<b>Bypass Reason:</b> N/A		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b> Contract GAC1000(ARA06)(0909), the Application GP1600(AR)(1108) approved December 18, 2009 under state tracking # 41062.		

Contract GAC1100(457)(0909), Application also being submitted for approval. See Form Schedule Tab.

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Guide to Alternate Language		
<b>Comments:</b>		
<b>Attachments:</b> Guide to Alternate Language Use For Form GAC1000(ARA06)(0909).pdf Guide to Alternate Language Use For Form GAC1100(457)(0909).pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Summary of Key Changes		
<b>Comments:</b>		
<b>Attachments:</b> SUMMARY OF KEY CONTRACT CHANGES - GAC1000(ARA06)(0909).pdf SUMMARY OF KEY CONTRACT CHANGES - GAC1100(457)(0909).pdf		

SERFF Tracking Number: MNLF-126112781 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 42334  
Company Tracking Number: MNLF-126112781  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: ARA06 and 457 Contracts  
Project Name/Number: Small Plan Pricing - Non-GIFL/GAC1000(ARA06)(0909)

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Contract Use Summary

**Comments:**

**Attachment:**

Contract Use Summary - Contract.pdf

## GUIDE TO ALTERNATE LANGUAGE USE FOR FORM GAC1000(ARA06)(0909)

All alternate language included in the submitted contract has been previously approved and no other language will be included. Determination of which alternate language is included in the issued contract will be based on direction from the Contractholder. All amounts shown in square brackets represent the maximum that would be used in issuing contracts. If these amounts are to be exceeded, we will refile the new maximum with the DOI for approval prior to such amount being used.

<u>Page Number</u>		<u>Description</u>
GAC1000(ARA06)(0909)-1	[01][02][03] [06][07][08]	- bracketed areas are contract specific and will be filled appropriate to the contract information provided by the client.
	[04]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[05]	-include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
-----		
GAC1000(ARA06)(0909)-2	[01]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
-----		
GAC1000(ARA06)(0909)-3	[01][03][04]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[02]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
-----		
GAC1000(ARA06)(0909)-4	[01]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
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GAC1000(ARA06)(0909)-5	[01][2a][04]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[02][2b]	- include only when special pricing applies. The range for [2b] is 1 – 5%
	[03][3a]	- include only when special pricing applies. The range for [3a] is 1 – 7
-----		
GAC1000(ARA06)(0909)-6/7	[01]	- include only when financial hardship withdrawals apply. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[02]	- include only when withdrawals for return of excess amounts apply. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

GAC1000(ARA06)(0909)-6/7	[03]	- include only when withdrawals for required minimum distributions apply. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[04]	- include only when pre-retirement distributions are permitted by the Plan. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[05]	- include only when withdrawals for employee voluntary contributions apply. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[06][07]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[08]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[08a][08b][08c]	- include only when the Guaranteed Interest Accounts have been selected and the specific withdrawal types are included in the Contract.
	[09]	- include number as appropriate depending on withdrawals applicable to the contract.

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GAC1000(ARA06)(0909)-8	[01][02]	- use when contract discontinuance occurs if Contract assets fall below \$70,000 and/or if contributions in the last two years average less than \$35,000.
	[01a][02a]	- use when contract discontinuance occurs if Contract assets during the first 7 years, fall below the amount of the transfer contributions indicated on the Application, or if contributions in the last two years average less than 80% of the estimated contributions.
	[03]	- include only if plan type on Application is not Defined Benefit. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[04]	- include only when there is a discontinuance charge applicable. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

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GAC1000(ARA06)(0909)-11	[01][02]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[03]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

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- GAC1000(ARA06)(0909)-12
- [01][05][06] - include only if a blended asset charge applies and the asset charge is not flat. The range for [09] is 0 (if no charges) – 0.265%. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
  - [02] - include when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
  - [03][04] - include when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
  - [07] - include only if a conditional fee applies and the asset charge is not flat. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
  - [08] - include only for cases where asset charge scale is different from the second year on. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
  - [09] - only include if a graded scale applies.  
The ranges for “Annualized Asset Charge” are:
 

first \$ 100,000	0 (if no charges) - 4.00%
next \$ 150,000	0 (if no charges) - 3.90%
next \$ 250,000	0 (if no charges) - 3.80%
next \$ 250,000	0 (if no charges) - 3.70%
next \$ 250,000	0 (if no charges) - 3.60%
next \$ 1,000,000	0 (if no charges) - 3.50%
over \$ 2,000,000	0 (if no charges) - 3.45%
  - [09a] -include only if reduction to the asset charges applies.  
The ranges for the “Annualized Reduction to Asset Charge” are:
 

first \$ 100,000	0 (if no charges) - 0.600%
next \$ 150,000	0 (if no charges) - 0.500%
next \$ 250,000	0 (if no charges) - 0.400%
next \$ 250,000	0 (if no charges) - 0.300%
next \$ 250,000	0 (if no charges) - 0.200%
next \$ 1,000,000	0 (if no charges) - 0.100%
over \$ 2,000,000	0 (if no charges) - 0.05%
  - [10] - include only if a flat asset charge applies. The range for the “Annualized Asset Charge” is 0 – 4% and the “Contract Asset” is equal or greater than \$2,000,000.00. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
- 
- GAC1000(ARA06)(0909)-13
- [11] - include only for cases where the graded asset charge scale is different from the second year on. The ranges are the same as [09] and [09a]. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
  - [12] - always include if [09] or [11] applies, but not if [10] applies. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

GAC1000(ARA06)(0909)-13

[13]

- include only when an additional asset charge reduction will be applied if specific criteria are met. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature. The ranges are:

<u>Contract Year</u>	<u>Annualized Asset Charge Reduction From Standard Scale</u>
1 - 4	0 (if no reduction) - 2.00%
5 - 7	0 (if no reduction) - 2.00%
8 - 10	0 (if no reduction) - 2.00%
More than 10	0 (if no reduction) - 2.00%

[14]

- include only when special pricing applies. The range for [V1] is 0 (if no increase) – 5% and for [V2] is 1 – 7. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

[15]

- include only if TPA and/or RIA Fees are applicable. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

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GAC1000(ARA06)(0909)-14

[16]

- include only if special pricing applies. The range for [V1], [V2], and [V3] is 0% (if no increase) – 5.00% for each. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.  
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## GUIDE TO ALTERNATE LANGUAGE USE FOR FORM GAC1100(457)(0909)

All alternate language included in the submitted contract has been previously approved and no other language will be included. Determination of which alternate language is included in the issued contract will be based on direction from the Contractholder. All amounts shown in square brackets represent the maximum that would be used in issuing contracts. If these amounts are to be exceeded, we will refile the new maximum with the DOI for approval prior to such amount being used.

<u>Page Number</u>		<u>Description</u>
GAC1100(457)(0909)-1	[01][02][03] [06][07][08]	- bracketed areas are contract specific and will be filled appropriate to the contract information provided by the client.
	[04]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[05]	-include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
-----		
GAC1100(457)(0909)-2	[01]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
-----		
GAC1100(457)(0909)-3	[01][03][04]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[02]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
-----		
GAC1100(457)(0909)-4	[01]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
-----		
GAC1100(457)(0909)-5	[01][2a][04]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[02][2b]	- include only when special pricing applies. The range for [2b] is 1 – 5%
	[03][3a]	- include only when special pricing applies. The range for [3a] is 1 – 7
-----		

GAC1100(457)(0909)-6/7	[01][02]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[03]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
<hr/>		
GAC1100(457)(0909)-8	[01][02]	- use when contract discontinuance occurs if Contract assets fall below \$70,000 and/or if contributions in the last two years average less than \$35,000.
	[01a][02a]	- use when contract discontinuance occurs if Contract assets during the first 7 years, fall below the amount of the transfer contributions indicated on the Application, or if contributions in the last two years average less than 80% of the estimated contributions.
	[03]	- include only if plan type on Application is not Defined Benefit. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[04]	- include only when there is a discontinuance charge applicable. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
<hr/>		
GAC1100(457)(0909)-11	[01][02]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[03]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
<hr/>		
GAC1100(457)(0909)-12	[01][05][06]	- include only if a blended asset charge applies and the asset charge is not flat. The range for [09] is 0 (if no charges) – 0.265%. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[02]	- include when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[03][04]	- include when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[07]	- include only if a conditional fee applies and the asset charge is not flat. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.
	[08]	- include only for cases where asset charge scale is different from the second year on. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

GAC1100(457)(0909)-12

[09]

- only include if a graded scale applies.

The ranges for “Annualized Asset Charge” are:

first \$ 100,000	0 (if no charges) - 4.00%
next \$ 150,000	0 (if no charges) - 3.90%
next \$ 250,000	0 (if no charges) - 3.80%
next \$ 250,000	0 (if no charges) - 3.70%
next \$ 250,000	0 (if no charges) - 3.60%
next \$ 1,000,000	0 (if no charges) - 3.50%
over \$ 2,000,000	0 (if no charges) - 3.45%

[09a]

-include only if reduction to the asset charges applies.

The ranges for the “Annualized Reduction to Asset Charge” are:

first \$ 100,000	0 (if no charges) - 0.600%
next \$ 150,000	0 (if no charges) - 0.500%
next \$ 250,000	0 (if no charges) - 0.400%
next \$ 250,000	0 (if no charges) - 0.300%
next \$ 250,000	0 (if no charges) - 0.200%
next \$ 1,000,000	0 (if no charges) - 0.100%
over \$ 2,000,000	0 (if no charges) - 0.05%

[10]

- include only if a flat asset charge applies. The range for the “Annualized Asset Charge” is 0 – 4% and the “Contract Asset” is equal or greater than \$2,000,000.00. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

GAC1100(457)(0909)-13

[11]

- include only for cases where the graded asset charge scale is different from the second year on. The ranges are the same as [09] and [09a]. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

[12]

- always include if [09] or [11] applies, but not if [10] applies.

The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

[13]

- include only when an additional asset charge reduction will be applied if specific criteria are met. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

The ranges are:

<u>Contract Year</u>	<u>Annualized Asset Charge Reduction From Standard Scale</u>
1 - 4	0 (if no reduction) - 2.00%
5 - 7	0 (if no reduction) - 2.00%
8 - 10	0 (if no reduction) - 2.00%
More than 10	0 (if no reduction) - 2.00%

[14]

- include only when special pricing applies. The range for [V1] is 0 (if no increase) – 5% and for [V2] is 1 – 7. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

[15]

- include only if TPA and/or RIA Fees are applicable. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

GAC1100(457)(0909)-14

[16]

- include only if special pricing applies. The range for [V1], [V2], and [V3] is 0% (if no increase) – 5.00% for each. The text is not variable. The text is in brackets to show that is in or out depending on whether the contractholder selected this feature.

## SUMMARY OF KEY CONTRACT CHANGES

### – Group Annuity Contract

#### Form GAC1000(ARA06)(0909)

<u>PAGE NUMBER</u>	<u>DESCRIPTION OF CHANGES</u>
GAC1000(ARA06)(0909)-2	<ul style="list-style-type: none"><li>- <u>Table of Content</u></li><li>- “Asset Charge” has been changed to “Charges” for clarification purposes.</li><li>- “Contract” has been changed to “Entire Contract” for clarification purposes.</li></ul>
GAC1000(ARA06)(0909)-3	<ul style="list-style-type: none"><li>- <u>Definitions</u></li><li>- “Contribution” has been added for clarification purposes.</li><li>- “Contract” has been added for clarification purposes.</li><li>- “Reporting Year” wording has been added or changed for clarification purposes.</li></ul>
GAC1000(ARA06)(0909)-4	<ul style="list-style-type: none"><li>- <u>Contributions and Accounts</u></li><li>- Wording has been added or changed for clarification purposes.</li></ul>
GAC1000(ARA06)(0909)-5	<ul style="list-style-type: none"><li>- <u>Charges</u></li><li>- Wording has been added or changed for clarification purposes.</li></ul>
GAC1000(ARA06)(0909)-6/7	<ul style="list-style-type: none"><li>- <u>Withdrawals</u></li><li>- New withdrawal type added for clarification purposes.</li></ul>
GAC1000(ARA06)(0909)-8	<ul style="list-style-type: none"><li>- <u>Discontinuance of Contributions</u></li><li>- Wording has been added or changed for clarification purposes.</li></ul>
GAC1000(ARA06)(0909)-10	<ul style="list-style-type: none"><li>- <u>Entire Contract</u></li><li>- Section name changed for clarification purposes.</li></ul>
GAC1000(ARA06)(0909)-11	<ul style="list-style-type: none"><li>- <u>Termination of Contract</u></li><li>- Wording has been added or changed for clarification purposes.</li></ul>
GAC1000(ARA06)(0909)-12/13	<ul style="list-style-type: none"><li>- <u>Charge Schedule</u></li><li>- Addition of “conditional fee” for small cases.</li><li>- Wording has been added or changed for clarification purposes.</li></ul>

## SUMMARY OF KEY CONTRACT CHANGES

### – Group Annuity Contract

#### GAC1100(457)(0909)

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GAC1100(457)(0909)-5	<ul style="list-style-type: none"><li>- <u>Charges</u></li><li>- Wording has been added or changed for clarification purposes.</li></ul>
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GAC1100(457)(0909)-12	<ul style="list-style-type: none"><li>- <u>Charge Schedule</u></li><li>- Addition of “conditional fee” for small cases.</li><li>- Wording has been added or changed for clarification purposes.</li></ul>

## **CONTRACT USE SUMMARY**

The following riders are intended for use with the attached contracts and application:

<b><u>RIDER NAME</u></b>	<b><u>NEW FORM NUMBER</u></b>
Separate Account B Rider	GP1060.20
Separate Account C Rider	GP1068.1
Separate Account F Rider	GP1064.12
Guaranteed Interest Accounts Rider	GP1066