

SERFF Tracking Number: MNLF-126112807 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 42333
 Company Tracking Number: MNLF-126112807
 TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium
 Product Name: Group Annuity Contracts
 Project Name/Number: SPP Filing - GIFL/

Filing at a Glance

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

Product Name: Group Annuity Contracts SERFF Tr Num: MNLF-126112807 State: Arkansas
 TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable SERFF Status: Closed-Accepted State Tr Num: 42333
 For Informational Purposes
 Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: MNLF-126112807 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Cheryl Broughton, Disposition Date: 05/29/2009
 Vanessa Ruszczyk, Ernest Chan,
 Alex Cruz
 Date Submitted: 05/11/2009 Disposition Status: Accepted For
 Informational Purposes
 Implementation Date Requested: 09/01/2009 Implementation Date:

State Filing Description:

General Information

Project Name: SPP Filing - GIFL
 Project Number:
 Requested Filing Mode: Review & Approval
 Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:
 Filing Status Changed: 05/29/2009

Deemer Date:
 Submitted By: Vanessa Ruszczyk
 Filing Description:
 Dear Sir/Madam:

Status of Filing in Domicile: Not Filed
 Date Approved in Domicile:
 Domicile Status Comments: Exempt
 Market Type: Group
 Group Market Size: Small
 Group Market Type: Employer
 Explanation for Other Group Market Type:
 State Status Changed: 05/14/2009
 Created By: Vanessa Ruszczyk
 Corresponding Filing Tracking Number:

RE: JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
 GAC1000(ARA06G)(0909) – Group Annuity Contract
 GAC1100(457G)(0909) – Group Annuity Contract

SERFF Tracking Number: MNLF-126112807 State: Arkansas
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We are submitting the above-mentioned form for your approval.

- Form GAC100(ARA06G)(0909) is similar to form GAC1000(ARA06G) which was originally approved in its entirety on December 7, 2007, and will only be used in conjunction with Form GP1067.1, our Lifetime Income Benefit Rider, which was also approved on June 25, 2008.
- Form GAC1100(457G)(0909) is similar to form GAC1100(457G) which was originally approved in its entirety on February 13, 2008 and will only be used in conjunction with Form GP1067.1, our Lifetime Income Benefit Rider, which was also approved on June 25, 2008.

We would like to begin using this form September 1, 2009.

These forms have been updated to 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 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 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 \$100.00 to cover your filing fee for the above policy.

Sincerely,

Vanessa Ruszczuk, Compliance Analyst
Contracts Pension Compliance - Retirement Plan Services
Tel: (416)852-8126, Fax: (416)852-7166
vanessa_ruszczuk@jhancock.com

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Company and Contact

Filing Contact Information

Vanessa Ruszczyk, Contract Analyst vanessa_ruszczyk@jhancock.com
 200 Bloor St. E. 416-852-8126 [Phone]
 ET16-A14 416-852-7166 [FAX]
 Toronto, ON M4E 1E5

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$50/contract
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$100.00	05/11/2009	27765692

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Linda Bird	05/29/2009	05/29/2009
Approved-Closed	Linda Bird	05/14/2009	05/14/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Group Annuity Contract	Vanessa Ruszczyk	05/11/2009	05/29/2009
Supporting Document	CONTRACT USE SUMMARY	Vanessa Ruszczyk	05/11/2009	05/29/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Correction Made	Note To Reviewer	Vanessa Ruszczyk	05/29/2009	05/29/2009
Inadvertent Omission of Paragraph	Note To Filer	Linda Bird	05/29/2009	05/29/2009
Inadvertent Omission of Paragraph	Note To Reviewer	Vanessa Ruszczyk	05/28/2009	05/28/2009

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Disposition

Disposition Date: 05/29/2009

Implementation Date:

Status: Accepted For Informational Purposes

Comment: Company has made correction to page 5 of the original filing.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	457G(0909) Summary Key of Changes	Yes	Yes
Supporting Document	457G(0909) Guide to Alternate Language	Yes	Yes
Supporting Document	ARA06G(0909) Summary Key of Changes	Yes	Yes
Supporting Document	ARA06G(0909) Guide to Alternate Language	Yes	Yes
Supporting Document	Accident & Health Annuity Credit Transmittal Document	Yes	Yes
Supporting Document	CONTRACT USE SUMMARY	No	No
Form (revised)	Group Annuity Contract	No	No
Form	Group Annuity Contract	Yes	Yes
Form	Group Annuity Contract	Yes	Yes

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Disposition

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Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	457G(0909) Summary Key of Changes	Yes	Yes
Supporting Document	457G(0909) Guide to Alternate Language	Yes	Yes
Supporting Document	ARA06G(0909) Summary Key of Changes	Yes	Yes
Supporting Document	ARA06G(0909) Guide to Alternate Language	Yes	Yes
Supporting Document	Accident & Health Annuity Credit Transmittal Document	Yes	Yes
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Amendment Letter

Submitted Date: 05/29/2009

Comments:

Corrected File as per note.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
GAC1000(A RA06G)(0909)	Policy/Contr act/Certificate	Group Fraternal Annuity Contract	Initial				0.000	GAC1000(AR A06G)(0909) - STD.pdf

Supporting Document Schedule Item Changes:

User Added -Name: CONTRACT USE SUMMARY

Comment:

Contract Use Summary - Contract.pdf

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Variable and Variable
Product Name: Group Annuity Contracts
Project Name/Number: SPP Filing - GIFL/

Note To Reviewer

Created By:

Vanessa Rusczyk on 05/29/2009 08:43 AM

Last Edited By:

Vanessa Rusczyk

Submitted On:

05/29/2009 08:43 AM

Subject:

Correction Made

Comments:

Dear Linda,

Thank you very much for reopening the filing. I have uploaded the corrected file to the Form Schedule Tab and attached Page 5 to this note for your reference.

Regards,

Vanessa Rusczyk

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 and the Lifetime Income Benefit Rider, and 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 from any Applicable Investment Option to a Sub-Account that is not an Applicable Investment Option, [05][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.

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

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Variable and Variable
Product Name: Group Annuity Contracts
Project Name/Number: SPP Filing - GIFL/

Note To Filer

Created By:

Linda Bird on 05/29/2009 08:10 AM

Last Edited By:

Linda Bird

Submitted On:

05/29/2009 08:10 AM

Subject:

Inadvertent Omission of Paragraph

Comments:

We have reopened this filing in order for you to submit a correction to Page 5 of the previously approved filing.

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Project Name/Number: SPP Filing - GIFL/

Note To Reviewer

Created By:

Vanessa Ruszczyk on 05/28/2009 01:22 PM

Last Edited By:

Vanessa Ruszczyk

Submitted On:

05/28/2009 01:22 PM

Subject:

Inadvertent Omission of Paragraph

Comments:

Dear Ms. Bird,

After reviewing the approval for this filing (MNLF-126112807) we regret to inform you that a paragraph was inadvertently omitted from Page 5 of the policy form number GAC1000(ARA06G)(0909), submitted for approval. The paragraph is stated below and if you are able to provide your email address I would like to forward you Page 5 for review.

Omitted Paragraph: "Inter-account transfers from any Applicable Investment Option to a Sub-Account that is not an Applicable Investment Option, [05][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider."

I am asking that we maintain the current approval and this addition be allowed without further submission via SERFF. I appreciate your understanding and thank you in advance. Please advise if the above solution is acceptable and, if not, what further actions we should take to rectify the omission.

Sincerely,

Vanessa Ruszczyk

vanessa_ruszczyk@jhancock.com

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Form Schedule

Lead Form Number: GAC1000(ARA06G)(0909)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GAC1000(909)	al	Policy/Cont Group Annuity Contract/Fraternal Certificate	Initial		0.000	GAC1000(ARA06G)(0909) - STD.pdf
	GAC1100(57G)(0909)	al	Policy/Cont Group Annuity Contract/Fraternal Certificate	Initial		0.000	GAC1100(457G)(0909) - Standard.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

LIFETIME INCOME BENEFIT RIDER

[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.

“Contributions” 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 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,] Lifetime Income Benefit 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 and the Lifetime Income Benefit Rider, and 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 from any Applicable Investment Option to a Sub-Account that is not an Applicable Investment Option, [05][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.

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.] [.][:and]]
- 14) periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.

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, subject to the terms of the Contract and the Lifetime Income Benefit Rider.

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.]

● Withdrawal type 13 will be made in accordance with the provisions in the Lifetime Income Benefit Rider.

● 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, a withdrawal pursuant to the Lifetime Income Benefit Rider, 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 and riders 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 and its Riders; 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.

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.

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.

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], [further] provided that, if at the time of termination of the Contract, the Lifetime Income Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider.

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, subject to the provisions in the Lifetime Income Benefit, 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 and riders 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) and riders, 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 (including units held in the Applicable Investment Options found in the Lifetime Income Benefit Rider) [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]	[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%]

[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 Contract 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 Contract 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 [3a][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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CHARGE SCHEDULE

GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE

SEPARATE ACCOUNT RIDERS

LIFETIME INCOME BENEFIT RIDER

[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.

“Contributions” 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. 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,] Lifetime Income Benefit 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. 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 and the Lifetime Income Benefit Rider, and 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 from any Applicable Investment Option to a Sub-Account that is not an Applicable Investment Option, [05][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.

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.
- 12) periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.

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, subject to the terms of the Contract and the Lifetime Income Benefit Rider.

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.
- Withdrawal type 12 will be made in accordance with the provisions in the Lifetime Income Benefit Rider.
- 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, a withdrawal pursuant to the Lifetime Income Benefit Rider, 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 and riders 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 and its riders; 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.

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.

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.

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], [further] provided that, if at the time of termination of the Contract, the Lifetime Income Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider.

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 subject to the provisions in the Lifetime Income Benefit, 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 and riders 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) and riders 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 will be computed monthly and will be billed or deducted on the last day of each quarter of each Reporting Year. Upon discontinuance of contributions, asset charges will be computed and deducted as of the discontinuance date, and thereafter on the last day of each quarter of each Reporting Year.

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 (including units held in the Applicable Investment Options found in the Lifetime Income Benefit Rider) [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]	[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%]

[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.

[GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE

CONTRACT NUMBER: [V1]

CONTRACTHOLDER: [V2]

<u>Age</u>	<u>Life Annuity</u>	<u>Life Annuity with guaranteed period</u>			<u>Joint and Survivor Annuity (Annuitant and Spouse same age)</u>	
		<u>5 years</u>	<u>10 years</u>	<u>15 years</u>	<u>50% J&S</u>	<u>100% J&S</u>
55	229.34	229.81	231.47	234.74	245.50	261.66
56	224.33	224.87	226.75	230.42	240.77	257.21
57	219.24	219.85	221.98	226.07	235.94	252.65
58	214.08	214.77	217.18	221.73	231.03	247.98
59	208.85	209.64	212.36	217.38	226.03	243.20
60	203.57	204.46	207.52	213.06	220.94	238.32
61	198.24	199.25	202.68	208.75	215.79	233.34
62	192.87	194.02	197.83	204.48	210.57	228.26
63	187.48	188.78	192.99	200.27	205.29	223.09
64	182.08	183.54	188.17	196.12	199.96	217.85
65	176.68	178.31	183.37	192.06	194.60	212.52
66	171.29	173.08	178.61	188.09	189.21	207.12
67	165.90	167.87	173.89	184.24	183.78	201.66
68	160.52	162.66	169.21	180.52	178.32	196.13
69	155.11	157.44	164.59	176.94	172.81	190.51
70	149.67	152.20	160.02	173.51	167.25	184.82

The rates are expressed as the cost in dollars per \$1.00 of monthly annuity income. These rates are based on interest at the guaranteed rate of 3% per annum and the 1994 Group Annuity Reserving Table.

The fixed annuity purchase rates used when purchasing an immediate annuity will be either the guaranteed rate shown above or the current rate being offered by the Company, whichever gives the annuitant the greater monthly income.

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

SERFF Tracking Number: MNLF-126112807 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 42333
 Company Tracking Number: MNLF-126112807
 TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium
 Product Name: Group Annuity Contracts
 Project Name/Number: SPP Filing - GIFL/

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification Bypass Reason: N/A Comments:		
Bypassed - Item: Application Bypass Reason: Application form number GP1600(AR)(1108) approved on Dec 18, 2008 under State Tracking number 41062. Comments:		
Satisfied - Item: 457G(0909) Summary Key of Changes Comments: Attachment: SUMMARY OF KEY CONTRACT CHANGES - GAC1100(457G)(0909).pdf		
Satisfied - Item: 457G(0909) Guide to Alternate Language Comments: Attachment: Guide to Alternate Language Use For Form GAC1100(457G)(0909).pdf		
	Item Status:	Status Date:

SERFF Tracking Number: MNLF-126112807 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 42333
Company Tracking Number: MNLF-126112807
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Group Annuity Contracts
Project Name/Number: SPP Filing - GIFL/

Satisfied - Item: ARA06G(0909) Summary Key of Changes

Comments:

Attachment:

SUMMARY OF KEY CONTRACT CHANGES - GAC1000(ARA06G)(0909).pdf

Item Status:

**Status
Date:**

Satisfied - Item: ARA06G(0909) Guide to Alternate Language

Comments:

Attachment:

Guide to Alternate Language Use For Form GAC1000(ARA06G)(0909).pdf

Item Status:

**Status
Date:**

Satisfied - Item: Accident & Health Annuity Credit Transmittal Document

Comments:

Attachment:

AR - Accident & Health Annuity Credit Transmittal Document.pdf

Item Status:

**Status
Date:**

Satisfied - Item: CONTRACT USE SUMMARY

Comments:

Attachment:

Contract Use Summary - Contract.pdf

SUMMARY OF KEY CONTRACT CHANGES

– Group Annuity Contract

GAC1100(457G)(0909)

PAGE NUMBER

DESCRIPTION OF CHANGES

GAC1100(457G)(0909)-2	<ul style="list-style-type: none">- <u>Table of Content</u>- “Asset Charge” has been changed to “Charges” for clarification purposes.- “Contract” has been changed to “Entire Contract” for clarification purposes.
GAC1100(457G)(0909)-3	<ul style="list-style-type: none">- <u>Definitions</u>- “Contribution” has been added for clarification purposes.- “Contract” has been added for clarification purposes.- “Reporting Year” wording has been added or changed for clarification purposes.
GAC1100(457G)(0909)-4	<ul style="list-style-type: none">- <u>Contributions and Accounts</u>- Wording has been added or changed for clarification purposes.
GAC1100(457G)(0909)-5	<ul style="list-style-type: none">- <u>Charges</u>- Wording has been added or changed for clarification purposes.
GAC1100(457G)(0909)-6	<ul style="list-style-type: none">- <u>Withdrawals</u>- New withdrawal type added for clarification purposes.
GAC1100(457G)(0909)-8	<ul style="list-style-type: none">- <u>Discontinuance of Contributions</u>- Wording has been added or changed for clarification purposes.
GAC1100(457G)(0909)-10	<ul style="list-style-type: none">- <u>Entire Contract</u>- Section name changed for clarification purposes.
GAC1100(457G)(0909)-11	<ul style="list-style-type: none">- <u>Termination of Contract</u>- Wording has been added or changed for clarification purposes.
GAC1100(457G)(0909)-12/13	<ul style="list-style-type: none">- <u>Charge Schedule</u>- Addition of “conditional fee” for small cases.- Wording has been added or changed for clarification purposes.

GUIDE TO ALTERNATE LANGUAGE USE FOR FORM GAC1100(457G)(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.

Page Number

Description

GAC1100(457G)(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(457G)(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(457G)(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(457G)(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(457G)(0909)-5	[01][2a][04][05]	- 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(457G)(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(457G)(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(457G)(0909)-12	[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(457G)(0909)-13	[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(457G)(0909)-13

[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(457G)(0909)-14

[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(457G)(0909)-15

[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

GAC1000(ARA06G)(0909)

PAGE NUMBER

DESCRIPTION OF CHANGES

GAC1000(ARA06G)(0909)-2	<ul style="list-style-type: none">- <u>Table of Content</u>- “Asset Charge” has been changed to “Charges” for clarification purposes.- “Contract” has been changed to “Entire Contract” for clarification purposes.
GAC1000(ARA06G)(0909)-3	<ul style="list-style-type: none">- <u>Definitions</u>- “Contribution” has been added for clarification purposes.- “Contract” has been added for clarification purposes.- “Reporting Year” wording has been added or changed for clarification purposes.
GAC1000(ARA06G)(0909)-4	<ul style="list-style-type: none">- <u>Contributions and Accounts</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06G)(0909)-5	<ul style="list-style-type: none">- <u>Charges</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06G)(0909)-6/7	<ul style="list-style-type: none">- <u>Withdrawals</u>- New withdrawal type added for clarification purposes.
GAC1000(ARA06G)(0909)-8	<ul style="list-style-type: none">- <u>Discontinuance of Contributions</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06G)(0909)-10	<ul style="list-style-type: none">- <u>Entire Contract</u>- Section name changed for clarification purposes.
GAC1000(ARA06G)(0909)-11	<ul style="list-style-type: none">- <u>Termination of Contract</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06G)(0909)-12	<ul style="list-style-type: none">- <u>Charge Schedule</u>- Addition of “conditional fee” for small cases.- Wording has been added or changed for clarification purposes.

GUIDE TO ALTERNATE LANGUAGE USE FOR FORM GAC1000(ARA06G)(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(ARA06G)(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(ARA06G)(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(ARA06G)(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(ARA06G)(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.

GAC1000(ARA06G)(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(ARA06G)(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(ARA06G)(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.

-
- GAC1000(ARA06G)(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.

-
- GAC1000(ARA06G)(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.
-

- GAC1000(ARA06G)(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(ARA06G)(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(ARA06G)(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.

GAC1000(ARA06G)(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.

Life, Accident & Health, Annuity, Credit Transmittal Document (Revised 1/1/06)

SERFF FILING # - MNLF -126112807

1.	Prepared for the State of	Arkansas				
2.	Department Use Only					
	State Tracking ID					
3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #
	John Hancock Life Insurance Company (U.S.A.) P.O. Box 600 Buffalo, N.Y. 14201-0600	Michigan	Life	904	65838	01-0233346
4.	Contact Name & Address	Telephone #	Fax #	E-mail Address		
	Attention: Alex Cruz John Hancock Life Insurance Company (U.S.A.) P.O. Box 600 Buffalo, N.Y. 14201-0600	(416) 852-8126	(416) 852-7166	Vanessa_ruszczyk@jhancock.com		
5.	Requested Filing Mode	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____				
6.	Company Tracking Number	MNLF -126112807				
7.	<input checked="" type="checkbox"/> New Submission	<input type="checkbox"/> Resubmission	Previous file # _____			
8.	Market	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise <input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input checked="" type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____				
9.	Type of Insurance	A02.1G Group Annuities – Deferred Non-Variable and Variable				
10.	Product Coding Matrix Filing Code	A02.1G.002 Group Annuities Deferred Non-Variable and Variable – Flexible Premium				
11.	Submitted Documents	<input type="checkbox"/> FORMS <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other Rates <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate <input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____ SUPPORTING DOCUMENTATION <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreements <input checked="" type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input checked="" type="checkbox"/> Actuarial Memorandum <input checked="" type="checkbox"/> Other _____				

12.	Filing Submission Date	April 30/09	
13	Filing Fee (If required)	Amount <u>\$100.00</u>	Check Date <u>N/A</u>
		Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Check Number _____
14.	Date of Domiciliary Approval	N/A – Exempt in Michigan	
15.	Filing Description:		
<p>Group Annuity Contract – GAC1000(ARA06G)(0909)</p> <p>Group Annuity Contract – GAC1100(457G)(0909)</p>			

16.	Certification (If required)		
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>			
Print Name <u>Vanessa Ruszczyk</u>		Title <u>Contracts Analyst</u>	
Signature <u></u>		Date: <u>April 15, 2009</u>	

17.	Form Filing Attachment
This filing transmittal is part of company tracking number	<i>MNLF -126112807</i>
This filing corresponds to rate filing company tracking number	

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Group Annuity Contract	GAC1000(ARA06G)(0909)	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC1000(ARA06G)
02	Group Annuity Contract	GAC1100(457G)(0909)	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC1100(457G)
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

LH FFA-1

18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate impact for this filing		%		
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	

LH RFA-1

CONTRACT USE SUMMARY

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

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

SERFF Tracking Number: MNLF-126112807 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 42333
 Company Tracking Number: MNLF-126112807
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Group Annuity Contracts
 Project Name/Number: SPP Filing - GIFL/

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/11/2009	Form	Group Annuity Contract	05/11/2009	GAC1100(457G)(0909) - Standard.pdf (Superseded)



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 [3a][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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[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.

“Contributions” 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. 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,] Lifetime Income Benefit 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. 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 and the Lifetime Income Benefit Rider, and 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 from any Applicable Investment Option to a Sub-Account that is not an Applicable Investment Option, [05][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.

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.
- 12) periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.

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, subject to the terms of the Contract and the Lifetime Income Benefit Rider.

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 7-10 will be made at the lesser of book or Market Value.
- Withdrawal type 11 will be made in accordance with the provisions in the Lifetime Income Benefit Rider.
- 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 9) 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 9) 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, a withdrawal pursuant to the Lifetime Income Benefit Rider, 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 and riders 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 and its riders; 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.

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.

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.

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], [further] provided that, if at the time of termination of the Contract, the Lifetime Income Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider.

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 subject to the provisions in the Lifetime Income Benefit, 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 and riders 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) and riders 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 will be computed monthly and will be billed or deducted on the last day of each quarter of each Reporting Year. Upon discontinuance of contributions, asset charges will be computed and deducted as of the discontinuance date, and thereafter on the last day of each quarter of each Reporting Year.

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 (including units held in the Applicable Investment Options found in the Lifetime Income Benefit Rider) [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]	[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%]

[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.

[GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE

CONTRACT NUMBER: [V1]

CONTRACTHOLDER: [V2]

<u>Age</u>	<u>Life Annuity</u>	<u>Life Annuity with guaranteed period</u>			<u>Joint and Survivor Annuity (Annuitant and Spouse same age)</u>	
		<u>5 years</u>	<u>10 years</u>	<u>15 years</u>	<u>50% J&S</u>	<u>100% J&S</u>
55	229.34	229.81	231.47	234.74	245.50	261.66
56	224.33	224.87	226.75	230.42	240.77	257.21
57	219.24	219.85	221.98	226.07	235.94	252.65
58	214.08	214.77	217.18	221.73	231.03	247.98
59	208.85	209.64	212.36	217.38	226.03	243.20
60	203.57	204.46	207.52	213.06	220.94	238.32
61	198.24	199.25	202.68	208.75	215.79	233.34
62	192.87	194.02	197.83	204.48	210.57	228.26
63	187.48	188.78	192.99	200.27	205.29	223.09
64	182.08	183.54	188.17	196.12	199.96	217.85
65	176.68	178.31	183.37	192.06	194.60	212.52
66	171.29	173.08	178.61	188.09	189.21	207.12
67	165.90	167.87	173.89	184.24	183.78	201.66
68	160.52	162.66	169.21	180.52	178.32	196.13
69	155.11	157.44	164.59	176.94	172.81	190.51
70	149.67	152.20	160.02	173.51	167.25	184.82

The rates are expressed as the cost in dollars per \$1.00 of monthly annuity income. These rates are based on interest at the guaranteed rate of 3% per annum and the 1994 Group Annuity Reserving Table.

The fixed annuity purchase rates used when purchasing an immediate annuity will be either the guaranteed rate shown above or the current rate being offered by the Company, whichever gives the annuitant the greater monthly income.

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