Filing at a Glance

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

Product Name: Venture Opp A&O (Dec, 2011)
SERFF Tr Num: MALF-127386712
State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable
SERFF Status: Closed-Approved-Closed
State Tr Num: 49636

Sub-TOI: A03I.002 Flexible Premium
Co Tr Num: VENTUE-EJ11 ET AL
State Status: Approved-Closed

Filing Type: Form
Reviewer(s): Linda Bird

Authors: Nancy Leto, Michelle Moore, Kathy Dowdell
Disposition Date: 09/06/2011

Date Submitted: 08/25/2011
Disposition Status: Approved-Closed

Implementation Date Requested: 12/01/2011
Implementation Date:

State Filing Description:

General Information

Project Name:
Status of Filing in Domicile: Pending

Project Number:
Date Approved in Domicile:

Requested Filing Mode: Review & Approval
Domicile Status Comments: Approval for our domicile state of Michigan is pending the filing with the Interstate Compact

Explanation for Combination/Other:
Market Type: Individual

Submission Type: New Submission
Individual Market Type:

Overall Rate Impact:
Filing Status Changed: 09/06/2011

State Status Changed: 09/06/2011

Deemer Date:
Created By: Nancy Leto

Submitted By: Nancy Leto
Corresponding Filing Tracking Number:

Filing Description:

RE: John Hancock Life Insurance Company (U.S.A.)
NAIC #904-65838, FEIN #01-0233346

FORMS SUBMITTED FOR APPROVAL
CONTRACT FORMS
• Individual Deferred Flexible Premium Variable Annuity Contract Form VENTURE-EJA.11
• Specifications Pages Form SP.VEN-EJA.11

• Individual Deferred Flexible Premium Variable Annuity Contract Form VENTURE-EJO.11
• Specifications Pages Form SP.VEN-EJO.11
• Individual Deferred Flexible Premium Variable Annuity Contract Form VENTURE-EE.11
• Specifications Pages Form SP.VEN-EE.11

APPLICATIONS

• Application Form STP.APP.11

RIDERS/ENDORSEMENTS

• Guaranteed Minimum Withdrawal Benefit Rider Form BR003NQ.11
• Guaranteed Minimum Withdrawal Benefit Rider Form BR003Q.11
• Guaranteed Minimum Withdrawal Benefit Rider Form BR004NQ.11
• Guaranteed Minimum Withdrawal Benefit Rider Form BR004Q.11

Dear Examiner:

The forms included in this filing are new and do not replace any forms currently on file with your jurisdiction. This submission contains no unusual or possibly controversial items from the standpoint of normal company or industry standards.

The forms are filed in accordance with the applicable statutes and regulations of your state and are in final print, subject only to minor variations in color, paper stock, duplexing, fonts or positioning for computerized printing. With respect to the Specifications Pages forms it is our intent to close up white space or otherwise adjust pagination as necessary to accommodate variability as described in the Statements of Variability for these forms.

The forms will be marketed through representatives of broker-dealers who have selling agreements with John Hancock Life Insurance Company (U.S.A.) and John Hancock Distributors, LLC. Registered representatives are appointed by John Hancock (U.S.A). Forms are marketed on an individual basis. Issue age 0-80. The forms will be available for issue effective on the later of December 1, 2011 or upon approval by your jurisdiction, and subject to completion of adjustments to the Company's administration systems.

CONTRACT FORMS

The three base Contract forms included in this submission are individual flexible payment deferred variable annuity contracts. The Specifications Page forms also included in this submission, will be used in conjunction with each Contract as follows:

Base Contract Form	Associated Specification Page Form
VENTURE-EJA.11	SP.VEN-EJA.11
VENTURE-EJO.11	SP.VEN-EJO.11
VENTURE-EE.11	SP.VEN-EE.11

All contract forms contained in this submission are based on Contract VENTURE.11 and Specifications Pages form SP.VEN-B.11 approved on 3/17/2011 under Filed #48225. For your convenience, we have attached red-lined copies comparing the contract forms contained in this submission with those approved forms.

The text of all three base Contracts in this submission is substantially similar to each other. However, several key features described below differentiate each Contract and its associated Specifications Page:

Contract VENTURE-EJA.11 with Specifications Pages SP.VEN-EJA.11 – These forms contain an up-front Sales Charge. The Sales Charge is a percentage based on Cumulative Value as described in the Specifications Pages. Part 4 (Fees and Deductions) in the Contract details the purpose and application of the Sales Charge. The Sales Charge is also referenced in the “Net Payment” definition.

Contract VENTURE-EJO.11 with Specifications Pages SP.VEN-EJO.11 – These forms contain a Payment Based Charge which is deducted on the Contract Anniversary as well as a payment-based Withdrawal Charge applied upon withdrawal. The Specifications Pages contain the table of percentages applicable to each charge. Part 4 (Fees and Deductions) in the Contract describes this Payment Based Charge. Reference to the Payment Based Charge is also in the definitions of Surrender Value and Withdrawal Amount, as well as in the Annuity Payments provisions (Part 10) and Contract Termination (Part 13) of the Contract. The Withdrawal Charge is detailed in Part 7, “Withdrawal Charge” provision.

Contract VENTURE-EE.11 with Specifications Pages SP.VEN-EE.11 – These forms are substantially similar to Contract VENTURE-EJA.11 and its associated Specifications Pages form with the only difference being that no up-front Sales Charge applies under these forms. Thus, all references to Sales Charge have been deleted from these forms. This product is intended for sale to employees, directors and trustees of John Hancock Life Insurance Company (U.S.A.) and its affiliates, family members of these individuals and employees or registered representatives of the broker-dealer firms that offer the contract.
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APPLICATION
Application form STP.APP.11 will be used to apply for any of the contract forms contained in this filing as well as contract forms subsequently approved by your jurisdiction. This application may also be used with approved contract form VENTURE.11 and its associated Specifications Pages forms SP.VEN-B.11, SP.VEN-L.11, SP.VENW-B.11 and SP.VENW-L.11 and any riders approved on 3/17/11 under File #48225.

The applicant-specific data is electronically transmitted from the broker/dealer firm to the insurer and also prefills the application which is produced for manual (wet) signature by the applicant and producer. In the event the applicant has existing contract(s), applicable replacement forms are completed not later than at the time the application information is

taken

RIDERS

The following riders may be issued with any of the contract forms contained in this submission, and with contract forms subsequently approved by your jurisdiction, as appropriate. These riders may also be used with the previously-approved VENTURE.11 forms described above, as appropriate.

Forms BR003NQ.11, BR003Q.11, BR004NQ.11, and BR004Q.11 are guaranteed minimum withdrawal benefit riders. The owner may elect one of these riders for an additional fee shown in the Rider Specifications, subject to the maximum fee contained in the Contract Specifications Pages. These riders may attach to contracts on the contract issue date or may be added at a later date. These Riders differ from each other in several respects:

• Rider Forms BR003NQ.11 and BR003Q.11 provide benefits for one Covered Person whereas Forms BR004NQ.11 and BR004Q.11 may provide benefits for the joint lives of two Covered Persons.

• Rider Forms BR003Q.11 and BR004Q.11 are issued with “Qualified” contracts. If the underlying contract is “Non-Qualified”, either Rider BR003NQ.11 or BR004NQ.11 will be issued. The differences in the Qualified and Non-Qualified riders are found in the following sections:

o The Qualified riders contain a Maximum Additional Payment Age in the Specifications section which is also referenced in the Additional Payment Limits provision.

o The Internal Revenue Code sections cited in the Life Expectancy Distributions provision differ as applicable to either a Qualified or Non-Qualified contract.

• Joint Life Rider Forms BR004NQ.11 and BR004Q.11 contain a Joint LIA with Cash Refund option in the Alternate Annuity Option provision. The single life Riders Forms BR003NQ.11 and BR003Q.11 contain only the LIA with Cash Refund option.

The submitted forms are similar to forms BR001NQ.11, BR001Q.11, BR002NQ.11, and BR002Q.11 approved on 3/17/11 (File #48225). The key differences between the submitted forms and the previously approved GMWB Riders pertain to the manner in which withdrawals reduce Death Benefits and the fact that the submitted forms allow a Rider Fee increase to be declined by the Owner, in which case all future Step-Ups and Credits are waived. For your convenience a “red-line” version of each form is attached in the Supporting Documentation tab showing the differences between the riders contained in this submission versus the corresponding Guaranteed Minimum Withdrawal Benefit rider approved previously.

READABILITY

The submitted forms will be used with federally registered securities (variable annuities) and are therefore exempt from readability requirements.

VARIABILITY

Statements of Variability (SOV) are attached in the Supporting Documentation tab describing the variable bracketing

contained in these forms. Once a contract is issued, contract asset fees and contract charges are fixed for the life of that contract. The maximum charge that may apply to each variable field without refilling is reflected in the Statement of Variability.

PREVIOUSLY APPROVED FORMS

The following rider and endorsement forms previously approved on 3/17//11 under file #48225 will also be issued with the submitted forms, as appropriate:

Enhanced Death Benefit Rider – Form BR010-R.11
Withdrawal Charge Waiver Endorsement – Form NSEND001.11
Individual Retirement Annuity Endorsement - Form ENDIRA.11
Roth Retirement Annuity Endorsement Form - ENDROTH.11
Simple Individual Retirement Annuity Endorsement Form - ENDSIMPLE.11
Qualified Plan Endorsement Section 401(a) Plans - Form END401A.11
Dollar Cost Averaging Endorsement – Form END002.11

ACTUARIAL
Separate Actuarial Memorandums for each contract and its respective Specifications Pages are attached in the Supporting Documents tab. A Separate Actuarial Memorandum for the Guaranteed Minimum Withdrawal Benefit riders is also submitted.

FEES & CERTIFICATIONS
The requisite fees and certifications are submitted.

Company and Contact

Filing Contact Information

Nancy Leto, nburns@jhancock.com
601 Congress St. 617-663-3720 [Phone]
Boston , MA 02210-2805 617-663-3150 [FAX]

Filing Company Information

John Hancock Life Insurance Company (U.S.A.)	CoCode: 65838	State of Domicile: Michigan
601 Congress St.	Group Code:	Company Type: Life
Boston, MA 02210-2805	Group Name:	State ID Number:
(617) 663-3000 ext. [Phone]	FEIN Number: 01-0233346	

Filing Fees

Fee Required?	Yes
Fee Amount:	$550.00
Retaliatory?	No
Fee Explanation:	$50 per form X 11 forms
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	$550.00	08/25/2011	50964330

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/06/2011	09/06/2011

Disposition

Disposition Date: 09/06/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*MALF-127386712*	*State:*	*Arkansas*
Filing Company:	*John Hancock Life Insurance Company (U.S.A.)*	*State Tracking Number:*	*49636*
Company Tracking Number:	*VENTUE-EJ11 ET AL*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*Venture Opp A&O (Dec, 2011)*		
Project Name/Number:	*/*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Certification - Reg 6		Yes
Supporting Document	Certification (Regs 19, 49 et al)		Yes
Supporting Document	Redlines - Comparisons with approved forms)		Yes
Form	Flexible Payment Deferred Variable Annuity Contract		Yes
Form	Specifications Pages		Yes
Form	Flexible Payment Deferred Variable Annuity Contract		Yes
Form	Specifications Pages		Yes
Form	Flexible Payment Deferred Variable Annuity Contract		Yes
Form	Specifications Pages		Yes
Form	Variable Annuity Application		Yes
Form	Rider		Yes
Form	Rider		Yes
Form	Rider		Yes
Form	Rider		Yes

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	VENTURE-EJA.11	Policy/Contract/Fraternal Certificate	Flexible Payment Deferred Variable Annuity Contract	Initial			VENTURE-EJA11.pdf
	SP.VEN-EJA.11	Schedule Pages	Specifications Pages	Initial			SPVEN-EJA11.pdf
	VENTURE-EJO.11	Policy/Contract/Fraternal Certificate	Flexible Payment Deferred Variable Annuity Contract	Initial			VENTURE-EJO11.pdf
	SP.VEN-EJO.11	Schedule Pages	Specifications Pages	Initial			SPVEN-EJO11.pdf
	VENTURE-EE.11	Policy/Contract/Fraternal Certificate	Flexible Payment Deferred Variable Annuity Contract	Initial			VENTURE-EE11.pdf
	SP.VEN-EE.11	Schedule Pages	Specifications Pages	Initial			SPVEN-EE11.pdf
	STP.APP.11	Application/Enrollment Form	Variable Annuity Application	Initial			STPAPP11.pdf
	BR003NQ.11	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Rider	Initial			ICC11-BR003NQ-11.pdf
	BR003Q.11	Policy/Cont	Rider	Initial			ICC11-

	ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider		BR003Q-11.pdf
BR004NQ.11	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	ICC11-BR004NQ-11.pdf
BR004Q.11	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	ICC11-BR004Q-11.pdf

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

Home Office: Bloomfield Hills, MI

This is a legal Contract - read it carefully.

This Contract is issued in consideration of the Payments. John Hancock Life Insurance Company (U.S.A.), a stock company, agrees to pay the benefits of this Contract in accordance with its terms.

Variable Account Provisions

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE ACCOUNT PROVISIONS BEGIN ON PAGE 7.

Right to Review

You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to you at any time within [10] days after receipt of the Contract. Within 7 days of receipt of the Contract by us, we will pay the Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments to the Owner.

When the Contract is issued as an individual retirement annuity, during the first 7 days of this [10] day period, we will return the greater of (i) Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments or (ii) sum of all Payments less any Withdrawals.

Signed for the Company at its Main Administration Office in Boston, Massachusetts, on the Contract Date.

[James R. Boyle], President

[Emanuel Alves], Secretary

Flexible Payment Deferred Variable Annuity

Variable Accumulation prior to Annuity Commencement Date
Variable and Fixed Annuity Options
Death Benefit Proceeds Payable prior to Annuity Commencement Date
Non-Participating

Annuities Service Center:
[P.O. Box 9505 Portsmouth, NH 03802-9505] [1-800-344-1029] [www.jhannuities.com]

Overnight Mailing Address:
[164 Corporate Drive Portsmouth, NH 03801-6815]

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Introduction

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. You allocate Payments among one or more Investment Options. The initial Investment Options are identified on the Specifications Pages. The Contract Value will vary with the investment performance of your Investment Account. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options.

After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable. If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

If the Owner (Annuitant if the Owner is not an individual) dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuities Service Center.

Part 1 Definitions

We And You	"We", "us" and "our" means the Company. “You” or “your” means the Owner of this Contract.
Accumulation Unit	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
Annuitant	Any individual person or persons whose life is used to determine the duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Pages, unless changed.
Annuities Service Center	Any office designated by us for the receipt of Payments and processing of Owner requests.
Annuity Commencement Date	The date Annuity Payments begin. This date may not be earlier than six months following the Contract Date or later than the Maturity Date.
Annuity Option	The method selected by you for Annuity Payments made by us.
Annuity Payment(s)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
Annuity Unit	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
Beneficiary	The person, persons or entity to whom certain benefits are payable following the death of an Owner, or in certain circumstances, an Annuitant.
Business Day	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
Company	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
Contract Anniversary	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
Contract Date	The date of issue of this Contract as designated on the Specifications Pages.
Contract Value	The total of your Investment Account Values.
Contract Year	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.

Contingent Beneficiary	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
Endorsement	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
Fixed Annuity	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
Good Order	The standard we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Annuities Service Center: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations and Company requirements; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates we may require. We will notify you if an instruction is not in Good Order.
Internal Revenue Code (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purpose.
Investment Account	An account established by us which represents your interest in an Investment Option prior to the Annuity Commencement Date.
Investment Account Value	The value of your investment in an Investment Account.
Investment Options	The Subaccount(s) of the Variable Account. The Investment Options available under this Contract at issue are shown on the Specifications Pages.
Maturity Date	The latest date on which annuity benefits may commence. It is the date listed on the Specifications Pages, unless changed. In no event shall the Maturity Date be later than age 100 of the oldest Annuitant.
Net Payment	The Payment less the amount of any sales charge and premium tax, if any, deducted from the Payment.
Net Surrender Value	The Surrender Value less any amount withheld by us for income taxes.
Non-Qualified Contracts	Contracts which are not issued under Qualified Plans.
Owner	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Pages, unless changed.
Portfolio	The investment choices available to the Variable Account.
Payment	An amount paid to us by you as consideration for the benefits provided by this Contract.

Qualified Contracts	Contracts issued under Qualified Plans.
Qualified Plans	Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.
Rider	A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.
Separate Account	A segregated account of the Company that is not commingled with our general assets and obligations.
Subaccount(s)	A division of the Variable Account. Each Subaccount is invested in shares of a different Portfolio.
Surrender Value	The Contract Value on any Valuation Date, less, if applicable, any Annual Contract Fee, any Rider Fees, and any deduction for premium taxes or similar taxes.
Valuation Period	Any period from one Business Day to the next, measured from the time on each such day that the net asset value of each Portfolio is determined.
Variable Account	The Company's Separate Account as shown on the Specifications Pages.
Variable Annuity	An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Subaccounts.
Withdrawal Amount	The amount deducted from the Contract Value when you take a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any Annual Contract Fee, any Rider Fees, any deduction for premium taxes or similar taxes, and any amount for income taxes resulting from the withdrawal. The Withdrawal Amount may not exceed the Contract Value.
Written Request	A notice provided in a form acceptable to Us based on the type of request and received in Good Order at our Annuities Service Center.

Part 2 Parties to the Contract

Owner

Before the Annuity Commencement Date, the Owner of this Contract shall be the person, persons or entity designated on the Specifications Pages or the latest change filed with us. A co-Owner is not permitted under this Contract if any Owner is an entity. On the Annuity Commencement Date the Annuitant will become the Owner of this Contract, unless the Owner is a trust or custodian. If amounts become payable to the Beneficiary under this Contract, the Beneficiary becomes the Owner of this Contract. Unless indicated otherwise, references to the Owner will also include the co-Owner.

Annuitant

The Annuitant is the person designated as such on the Specifications Pages or the latest change filed with us. If you name more than one Annuitant, the second Annuitant is referred to as the co-Annuitant. Unless indicated otherwise, references to the Annuitant will also include the co-Annuitant.

Beneficiary

The Beneficiary is as designated on the Specifications Pages, unless changed. However, if there is a surviving Owner, that person will be treated as the Beneficiary. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Owner.

Change Of Owner, Annuitant, Beneficiary

Subject to the rights of an irrevocable Beneficiary, you may change the Owner, Annuitant, or Beneficiary by Written Request. Any change will take effect on the date the request is signed. Any change of Owner or Annuitant is subject to our issue age limitations based on age at the date of the change. The Annuitant may not be changed after the Annuity Commencement Date. You need not send us the Contract unless we request it. We will not be liable for any payments or actions we take before the Written Request is received.

The addition of any Owner may result in the resetting of the Guaranteed Minimum Death Benefit to an amount equal to the Contract Value as of the date of such change. For purposes of subsequent calculations of the Guaranteed Minimum Death Benefit, we will treat the Contract Value on the date of the change as a Payment made on that date. In addition, all anniversary values, all Payments made and all amounts deducted in connection with partial withdrawals prior to the date of the addition of the Owner will not be considered in the determination of the Guaranteed Minimum Death Benefit.

The substitution of any Owner will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

(a) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
(c) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
(d) Ownership is transferred to the Owner's spouse following the death of the Owner.

If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.

Assignment

You may assign this Contract, except as otherwise provided. No assignment will be binding on us unless it is in the form of a Written Request. An assignment will take effect on the date the request is signed. We will not be liable for any payments made or actions we take before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We will not be responsible for the validity of any assignment.

An assignment of the Contract will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

(a) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the assignment is for purposes of a tax qualified exchange.

If this Contract is issued in a Qualified Plan, this Contract is subject to assignment restrictions for Federal Income Tax purposes. In such event, this Contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

Part 3 Payments

General

The Contract is not effective until the Initial Payment is received by us at our Annuities Service Center or such other place designated by us. All Payments under this Contract are payable at our Annuities Service Center or such other place as we may designate.

Payment Limits

The Initial Payment is shown on the Specifications Pages. Each additional Payment must be at least equal to the Minimum Additional Payment Amount shown on the Specifications Pages. If a Payment would cause the Contract Value on the date of such Payment to exceed the Maximum Amount shown on the Specifications Pages, or the Contract Value on the date of such Payment already exceeds the Maximum Amount, no additional Payments will be accepted without our prior approval. For purposes of this provision, we will include the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract. Additional limits may apply based on your election of an optional Rider or optional benefit. Any such limits are described in the Rider or on the Specifications Pages.

Upon notice, we have the right to refuse or limit subsequent Payments after the first Contract Year in a manner that is not discriminatory.

Allocation Of Net Payments

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Pages. You may change the allocation of subsequent Net Payments at any time, without charge, by Written Request.

Part 4 Fees and Deductions

Contract Asset Fee

To compensate us for assuming mortality and expense risks, and administration expenses, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Pages. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

Annual Contract Fee

To compensate us for assuming administration expenses, we charge an Annual Contract Fee as set forth on the Specifications Pages. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the value of the Investment Accounts of each Investment Option bears to the Contract Value. If the Contract Value is totally withdrawn on any date other than the Contract Anniversary, we will deduct the total amount of the Annual Contract Fee from the amount paid. After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

Sales Charge

To compensate us for assuming certain distribution expenses, we deduct a Sales Charge from each Payment. The Sales Charge is the applicable Sales Charge percentage set forth on the Specifications Page multiplied by the Payment. The Net Payment will be applied to your Investment Account as described in the Allocation of Net Payments provision in the Payments section.

You may send us written notice in Good Order indicating the total amount of Payments you intend to make during a specified 13-month period (the "Intended Payments"). The Sales Charge percentage applied to any Payments received during the 13-month period will be based on the Intended Payments if that percentage is less than the Sales Charge percentage determined based on the Cumulative Value. If at the end of the 13th month the Intended Payments have not been received, an additional Sales Charge will be determined based on the difference between the Sales Charge determined using the Intended Payments and the Sales Charge determined based on the Cumulative Value. The amount of any additional Sales Charge will be deducted on a pro-rata basis from each variable Investment Option. You may send us written notice of Intended Payments to be made during a subsequent 13-month period. The Sales Charge percentage applied to Payments received during the subsequent 13-month period will be administered as described above.

Taxes

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation due to withdrawals, annuitization or death benefit), or against the Contract Value, Death Benefit proceeds, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

Rider Fee(s)

We charge an additional fee to compensate us for the additional benefits provided by any optional benefit riders elected by you. The Rider Fee for each rider you elect is shown on the Specifications Pages or in the Rider. Rider Fees are deducted as described in the applicable benefit Rider issued by us.

Part 5 Variable Account Provisions

Investment Account

We will establish a separate Investment Account for you for each variable Investment Option to which you allocate amounts. The Investment Account represents the number of your Accumulation Units in an Investment Option.

Investment Account Value

The Investment Account Value of an Investment Account is determined by (a) times (b) where:

(a) equals the number of Accumulation Units credited to the Investment Account; and;
(b) equals the value of the appropriate Accumulation Unit.

Accumulation Units

We will credit Net Payments to your Investment Accounts in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Account of the Contract will be determined by dividing the Net Payment allocated to that Investment Account by the Accumulation Unit value for that Investment Account.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Business Day on which such transaction occurs.

Value Of Accumulation Unit

We will determine the Accumulation Unit value for a particular Investment Account for any Business Day by multiplying the Accumulation Unit value for the immediately preceding Business Day by the net investment factor for the Valuation Period for which the value is being determined. The value of an Accumulation Unit may increase, decrease or remain the same from one Business Day to the next.

Net Investment Factor

The net investment factor is an index that measures the investment performance of a Subaccount from one Business Day to the next (" the Valuation Period"). The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net result of:
  (i) the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the current Valuation Period, plus
  (ii) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Subaccount and received during the current Valuation Period; and
(b) is the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the immediately preceding Valuation Period; and
(c) is the Contract Asset Fee shown on the Specifications Pages divided by 365 and multiplied by the number of calendar days in the Valuation Period.

The net investment factor may be greater or less than, or equal to, one.

Addition, Deletion, Substitution Or Restriction Of Investment Options

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Subaccount without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

We may make certain changes that we anticipate would best serve the interest of owners of these or similar contracts or would be appropriate in carrying out the purposes of such contracts. Any changes will be made only to the extent and in the manner permitted by applicable laws. Such changes may include the establishment of additional Subaccounts which would invest in shares of a new Portfolio, the elimination of existing Subaccounts, the restriction of or prohibition of additional allocations to a Subaccount, the combination of Subaccounts or the transfer of assets in a Subaccount to another Separate Account established by us or an affiliated company. In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

Insulation

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account shall not be charged with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

Part 6 Transfers

Transfers Before Annuity Commencement Date

While this Contract is in effect prior to the Annuity Commencement Date, you may transfer amounts among the Investment Accounts of the Contract, subject to the limitations below. Amounts will be canceled from the Investment Accounts from which amounts are transferred and credited to the Investment Account to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

You must transfer at least the Minimum Transfer Amount shown on the Specifications Pages or, if less, the entire amount in the Investment Account each time you make a transfer. If, after the transfer, the amount remaining in the Investment Account from which the transfer is made is less than Minimum Investment Account Value shown on the Specifications Pages, then we will transfer the entire amount instead of the requested amount.

We reserve the right, upon notice, to limit the number of transfers that can be made per Contract Year. Should we limit the number of transfers, such limit will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers Before Annuity Commencement Date section on the Specifications Pages.

We also reserve the right, upon notice, to impose a transaction charge for transfers. Such charge will not exceed the Transfer Charge shown on the Specifications Pages.

Transfers On Or After Annuity Commencement Date

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Subaccount to another. To do this, we will convert the number of variable Annuity Units you hold in the Subaccount from which you are transferring to a number of variable Annuity Units of the Subaccount to which you are transferring so that the next Annuity Payment, if it were made at that time, would be the same amount that it would have been without the transfer. After the transfer, the variable Annuity Payments will reflect changes in the values of your new variable Annuity Units. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply.

We reserve the right, upon notice, to limit the number of transfers that can be made after variable annuity payments have begun. If such a limit is imposed, the number of transfers per Contract Year will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers On Or After Annuity Commencement Date section on the Specifications Pages.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

Deferral, Modification Or Termination Of Transfer Privilege

We reserve the right to defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer charges and limitations are identified above and in the Suspension of Payments provision in the Withdrawals Provisions section.

Part 7 Withdrawal Provisions

Payments Of Withdrawals

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of an Owner, the Annuity Commencement Date or the Maturity Date, by sending us a Written Request. We will pay all withdrawals within seven days of receipt at the Annuities Service Center subject to postponement in certain circumstances, as specified below.

Total Withdrawal

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Net Surrender Value.

Partial Withdrawal

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

Partial withdrawals will reduce the Death Benefit, as described in the Death Benefit section.

Frequency And Amount Of Partial Withdrawals

You may make as many partial withdrawals as you wish. Limitations on the amount of partial withdrawals are as follows.

(a) Any withdrawal from an Investment Account must be at least equal to the Minimum Amount of Partial Withdrawal shown on the Specifications Pages or the entire balance in the Investment Account, if less.
(b) If after the withdrawal, the amount remaining in the Investment Account is less than the Minimum Investment Account Balance shown on the Specifications Pages, then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Account.
(c) If a partial withdrawal reduces the Contract Value to less than the Minimum Remaining Contract Value shown on the Specifications Pages, or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal as a total withdrawal of the Contract Value.

Suspension Of Payments

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Accounts for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

Part 8 Death Benefits

Death Benefit Before Annuity Commencement Date

Prior to the Maturity Date or Annuity Commencement Date, if earlier, we will determine the Death Benefit as of the date on which written notice and proof of death and all required claim forms are received in Good Order at the Company's Annuities Service Center as follows:

The Death Benefit will be determined as the greater of the Contract Value or the Guaranteed Minimum Death Benefit.

The Guaranteed Minimum Death Benefit is the sum of all Payments made, less any amount deducted in connection with partial withdrawals. For purposes of calculating the Guaranteed Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Guaranteed Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

We will permit the Owner to limit the Death Benefit option(s) to be offered any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract.

Death benefit distributions prior to the Annuity Commencement Date are governed by Internal Revenue Code Section 72(s). Pursuant to Section 72(s) any reference in this provision to "spouse" means a spouse as defined in federal law.

Death of Annuitant: On the death of the last surviving Annuitant, the Owner becomes the new Annuitant, if the Owner is an individual. If the Owner is not an individual the death of any Annuitant is treated as the death of an Owner and the Death Benefit will be determined by substituting the Annuitant for the Owner as described below.

Death of Owner: We will pay the Death Benefit to the Beneficiary if any Owner dies prior to the Maturity Date or Annuity Commencement Date, if earlier. The Death Benefit may be taken in one sum immediately, in which case the Contract will terminate. If the Death Benefit is not taken in one sum immediately, the Contract will continue subject to the following provisions:

(a) The Beneficiary becomes the Owner.
(b) The excess, if any, of the Death Benefit over the Contract Value will be allocated to and among the Investment Accounts in proportion to their values as of the date on which the Death Benefit is determined.
(c) No additional Payments may be applied to the Contract.
(d) If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:

    (i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
    (ii) the entire interest in the Contract must be distributed within 5 years of the Owner's Death, or
    (iii) as Annuity Payments under one of the options described in the Annuity Options section.

    If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed in a lump sum immediately.

(e) If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner, subject to the provisions of Internal Revenue Code Section 72(s). The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

    The spouse may also elect distributions under one of the following options:

    (i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
    (ii) as Annuity Payments under one of the options described in the Annuity Options section.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

Death Benefit On Or After Annuity Commencement Date

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

Proof Of Death

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuities Service Center:

(a) A certified copy of a death certificate;
(b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
(c) Any other proof satisfactory to us.

Part 9 Contract Maturity

Change In Maturity Date

Prior to the Maturity Date, an Owner may make a Written Request to change the Maturity Date. Any extension of the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

Options at Maturity Date

We will send You information about Your available options prior to the Maturity Date. If by the Maturity Date, you do not choose an Annuity Option, make a total withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown on the Specifications Pages and the Annuity Commencement Date is considered to be the Maturity Date.

We will provide variable Annuity Payments unless otherwise elected. You can change the Annuity Option at any time before the Annuity Commencement Date.

Part 10 Annuity Payments

General

The entire Contract Value or the entire amount of the Beneficiary's portion of the Death Benefit may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code section 72(s). Once Annuity Payments commence, the Annuity Option may not be changed.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

We may pay the Contract Value or Death Benefit, on the Annuity Commencement Date in one lump sum if the corresponding monthly income is less than $20.

Variable Annuity Payments

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any of the following, as applicable: Annual Contract Fee, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Pages. We will provide a table of the annuity factors upon Written Request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date. The initial Variable Annuity Payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

Subsequent payments will be based on the investment performance of one or more Subaccounts as you select. The amount of such payments is determined by the number of Annuity Units credited for each Subaccount. Such number is determined by dividing the portion of the first payment allocated to that Subaccount by the Annuity Unit value for that Subaccount determined as of the same date that the Contract Value used to effect Annuity Payments was determined. We then multiply this number of Annuity Units for each Subaccount by the appropriate Annuity Unit value for each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due.

Mortality And Expense Guarantee

We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

Annuity Unit Value

The value of an Annuity Unit for each Subaccount for any Business Day is determined as follows:

(a) The net investment factor for the Subaccount for the Valuation Period ending on the Business Day for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Business Day; and
(b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

Fixed Annuity Payments

We will determine the amount of each Fixed Annuity payment by applying the portion of the Contract Value used to effect a Fixed Annuity measured as of a date not more than 10 business days prior to the Annuity Commencement Date (minus any of the following, as applicable: Annual Contract Fee, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Pages. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

Part 11 Annuity Options

Description Of Annuity Options

Option 1: Life Annuity

a) Life Non-Refund. We will make Annuity Payments during the lifetime of the Annuitant. No payments are due after the death of the Annuitant.

b) Life with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 10-year period.

Option 2: Joint and Survivor Life Annuity

The second Annuitant named shall be referred to as the Co-Annuitant.

a) Joint and Survivor Non-Refund. We will make Annuity Payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the last survivor of the Annuitant and Co-Annuitant.

b) Joint and Survivor with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the 10-year period.

Alternate Annuity Options

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

Part 12 General Provisions

Entire Contract

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract. Statements made in an application that is attached to the Contract shall, in the absence of fraud, be deemed to be representations and not warranties.

Benefits and Values

The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which the Contract is delivered, if required by law.

Modification

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

Claims Of Creditors

All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.

Misstatement And Proof Of Age Or Survival

We may require proof of age or survival of any person upon whose age or survival any Annuity Payments or other benefits provided by this Contract or any Rider attached thereof depend. If the age of the Annuitant has been misstated, the benefits will be those which would have been provided for the correct age. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment adjusted with interest at 3% per annum. We will deduct the amount of any overpayment from future benefit payments without adjustment for interest.

Incontestability

This Contract is not contestable.

Non-Participating

Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

Reports

We provide periodic reports no less frequently than annually without charge, containing:

(a) the beginning and end dates of the current report period;
(b) the Contract Value and value of the Investment Account at the beginning and end of the current report period;
(c) the amounts, identified by type, that have been credited or debited to the Investment Account during the current report period; and
(d) the cash surrender value and Death Benefit at the end of the current report period.

The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the delivery of the report. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue. We will provide additional status reports upon request for a charge not to exceed $25 per request.

Currency And Place Of Payments

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuities Service Center or elsewhere if we consent.

Notices And Elections

To be effective, all notices and elections you make under this Contract must be in the form of a Written Request. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuities Service Center, complete with all necessary information.

Governing Law

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Pages.

Section 72(s)

The provisions of this Contract shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

Part 13 Contract Termination

Cancellation For Nonpayment & Minimum Account Value

If, prior to the Annuity Commencement Date, no Payments have been made for two consecutive Contract Years, and if both:

(a) the total Payments made, less any partial withdrawals, are less then $2,000; and
(b) the Contract Value at the end of such two year period is less than $2,000;

we may cancel this Contract and pay you the Contract Value (measured as of the Valuation Period during which the cancellation occurs), less any Annual Contract Fee, any Rider Fees and premium taxes, if applicable.

Other

This Contract will terminate on the earliest of:

(a) receipt of your request to withdraw the entire Contract Value;
(b) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum; or
(c) the date the Contract Value reduces to zero, subject to the provisions of any benefit rider attached to this Contract.

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

Home Office: Bloomfield Hills, MI

Specifications Pages

Type of Contract:	[Qualified]	**Contract Date:**	[12/01/2011]
Contract Number:	[000000005]	**Issue State:**	[YS]
Owner:	[John X. Doe]	**Owner's Age & Sex:**	[55] [Male]
Annuitant:	[John X. Doe]	**Annuitant's Age & Sex:**	[55] [Male]
[Co-Owner:]	[ ]	**[Co-Owner's Age & Sex:]**	[ ] [ ]
[Co-Annuitant:]	[ ]	**[Co-Annuitant's Age & Sex:]**	[ ] [ ]

Plan [Venture Opportunity A-Series]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee [0.80%]

Annual Contract Fee

[Owner Elects Electronic Delivery of Financial Transaction Confirmations]	[Electronic-Delivery of Financial Transaction Confirmations is Not Elected by Owner]
[$0]	[$50]

Sales Charges

Cumulative Value	Sales Charge
[Under $50,000]	[5.50%]
[$50,000 - $99,999]	[4.50%]
[$100,000 - $249,999]	[3.50%]
[$250,000 - $499,999]	[2.50%]
[$500,000 - $999,999]	[2.00%]
[$1,000,000 and over]	[1.00%]

[Cumulative Value means the [greater] of the following amounts as of the date we receive the Payment:]

(a) [The current existing Contract Value of this Contract; or]

(b) [The total of all the Payments in this Contract less any withdrawals.]

Payment Limits

Payment Limits	• Minimum Additional Payment Amount: [$30] • Maximum Amount: [$1,000,000]

Limits—Transfers and Amount of Partial Withdrawals

Transfer Charges and Limitations—Before Annuity Commencement Date	• Minimum Transfer Amount: $300 • Minimum Investment Account Value: $100 • Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year • Transfer Charge: the lesser of $25 or 2% of the amount of each transfer in excess of 12 per Contract Year
Transfer Limitations – On or After Annuity Commencement Date	• Minimum Number of Transfers Per Contract Year: 4
Limitations on Amount of Partial Withdrawals	• Minimum Amount of Partial Withdrawal: [$300] • Minimum Investment Account Balance: [$100] • Minimum Remaining Contract Value: [$1,000]

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment		[$100,000.00]	
[DCA Account Options:]		**[Initial Interest Rate]**	**[Initial Guarantee Period Expires]**
[6 Month DCA Account]	[25.00%]	[1.00%]	[05/01/2012]
Variable Investment Options:			
[Lifestyle Balanced PS]	[75.00%]		
Total	100.00%		

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

[Lifestyle Balanced]
[Lifestyle Balanced PS]
[Lifestyle Conservative]
[Lifestyle Conservative PS]
[Lifestyle Growth]
[Lifestyle Growth PS]
[Lifestyle Moderate]
[Lifestyle Moderate PS]
[Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

[6 Month DCA Account]
[12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [12/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage (Contract Asset Fee + Rider Fee):] [1.10%]

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [12/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date:	[10/25/2051]
Annuity Option:	Life 10-Year Certain
Annuity Payments — General Information	The rates for Annuity Payments are determined based on: • Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend • Fixed Annuity Payment Interest Rate: 1.00% interest per year • Variable Annuity Payment Assumed Interest Rate: 1.00% The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee. For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [1.81%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]

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

Home Office: Bloomfield Hills, MI

This is a legal Contract - read it carefully.

This Contract is issued in consideration of the Payments. John Hancock Life Insurance Company (U.S.A.), a stock company, agrees to pay the benefits of this Contract in accordance with its terms.

Variable Account Provisions

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE ACCOUNT PROVISIONS BEGIN ON PAGE 7.

Right to Review

You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to you at any time within [10] days after receipt of the Contract. Within 7 days of receipt of the Contract by us, we will pay the Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments to the Owner.

When the Contract is issued as an individual retirement annuity, during the first 7 days of this [10] day period, we will return the greater of (i) Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments or (ii) sum of all Payments less any Withdrawals.

Signed for the Company at its Main Administration Office in Boston, Massachusetts, on the Contract Date.

[James R. Boyle], President

[Emanuel Alves], Secretary

Flexible Payment Deferred Variable Annuity

Variable Accumulation prior to Annuity Commencement Date
Variable and Fixed Annuity Options
Death Benefit Proceeds Payable prior to Annuity Commencement Date
Withdrawal Charge Waiver Benefit
Non-Participating

Annuities Service Center:
[P.O. Box 9505 Portsmouth, NH 03802-9505] [1-800-344-1029] [www.jhannuities.com]

Overnight Mailing Address:
[164 Corporate Drive Portsmouth, NH 03801-6815]

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Introduction

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. You allocate Payments among one or more Investment Options. The initial Investment Options are identified on the Specifications Pages. The Contract Value will vary with the investment performance of your Investment Account. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options.

After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable. If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

If the Owner (Annuitant if the Owner is not an individual) dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuities Service Center.

Part 1 Definitions

We And You	"We", "us" and "our" means the Company. “You” or “your” means the Owner of this Contract.
Accumulation Unit	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
Annuitant	Any individual person or persons whose life is used to determine the duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Pages, unless changed.
Annuities Service Center	Any office designated by us for the receipt of Payments and processing of Owner requests.
Annuity Commencement Date	The date Annuity Payments begin. This date may not be earlier than six months following the Contract Date or later than the Maturity Date.
Annuity Option	The method selected by you for Annuity Payments made by us.
Annuity Payment(s)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
Annuity Unit	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
Beneficiary	The person, persons or entity to whom certain benefits are payable following the death of an Owner, or in certain circumstances, an Annuitant.
Business Day	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
Company	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
Contract Anniversary	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
Contract Date	The date of issue of this Contract as designated on the Specifications Pages.
Contract Value	The total of your Investment Account Values.
Contract Year	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.

Contingent Beneficiary	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
Endorsement	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
Fixed Annuity	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
Good Order	The standard we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Annuities Service Center: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations and Company requirements; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates we may require. We will notify you if an instruction is not in Good Order.
Internal Revenue Code (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purpose.
Investment Account	An account established by us which represents your interest in an Investment Option prior to the Annuity Commencement Date.
Investment Account Value	The value of your investment in an Investment Account.
Investment Options	The Subaccount(s) of the Variable Account. The Investment Options available under this Contract at issue are shown on the Specifications Pages.
Maturity Date	The latest date on which annuity benefits may commence. It is the date listed on the Specifications Pages, unless changed. In no event shall the Maturity Date be later than age 100 of the oldest Annuitant.
Net Payment	The Payment less the amount of premium tax, if any, deducted from the Payment.
Net Surrender Value	The Surrender Value less any amount withheld by us for income taxes.
Non-Qualified Contracts	Contracts which are not issued under Qualified Plans.
Owner	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Pages, unless changed.
Portfolio	The investment choices available to the Variable Account.
Payment	An amount paid to us by you as consideration for the benefits provided by this Contract.

Qualified Contracts	Contracts issued under Qualified Plans.
Qualified Plans	Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.
Rider	A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.
Separate Account	A segregated account of the Company that is not commingled with our general assets and obligations.
Subaccount(s)	A division of the Variable Account. Each Subaccount is invested in shares of a different Portfolio.
Surrender Value	The Contract Value on any Valuation Date, less, if applicable, any Annual Contract Fee, any Payment Based Charge, any Rider Fees, any Withdrawal Charges and any deduction for premium taxes.
Valuation Period	Any period from one Business Day to the next, measured from the time on each such day that the net asset value of each Portfolio is determined.
Variable Account	The Company's Separate Account as shown on the Specifications Pages.
Variable Annuity	An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Subaccounts.
Withdrawal Amount	The amount deducted from the Contract Value when you take a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any Annual Contract Fee, any Payment Based Charge, any Rider Fees, any Withdrawal Charges and any deduction for premium taxes or similar taxes, and any amount for income taxes resulting from the withdrawal. The Withdrawal Amount may not exceed the Contract Value.
Written Request	A notice provided in a form acceptable to Us based on the type of request and received in Good Order at our Annuities Service Center.

Part 2 Parties to the Contract

Owner

Before the Annuity Commencement Date, the Owner of this Contract shall be the person, persons or entity designated on the Specifications Pages or the latest change filed with us. A co-Owner is not permitted under this Contract if any Owner is an entity. On the Annuity Commencement Date the Annuitant will become the Owner of this Contract, unless the Owner is a trust or custodian. If amounts become payable to the Beneficiary under this Contract, the Beneficiary becomes the Owner of this Contract. Unless indicated otherwise, references to the Owner will also include the co-Owner.

Annuitant

The Annuitant is the person designated as such on the Specifications Pages or the latest change filed with us. If you name more than one Annuitant, the second Annuitant is referred to as the co-Annuitant. Unless indicated otherwise, references to the Annuitant will also include the co-Annuitant.

Beneficiary

The Beneficiary is as designated on the Specifications Pages, unless changed. However, if there is a surviving Owner, that person will be treated as the Beneficiary. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Owner.

Change Of Owner, Annuitant, Beneficiary

Subject to the rights of an irrevocable Beneficiary, you may change the Owner, Annuitant, or Beneficiary by Written Request. Any change will take effect on the date the request is signed. Any change of Owner or Annuitant is subject to our issue age limitations based on age at the date of the change. The Annuitant may not be changed after the Annuity Commencement Date. You need not send us the Contract unless we request it. We will not be liable for any payments or actions we take before the Written Request is received.

The addition of any Owner may result in the resetting of the Guaranteed Minimum Death Benefit to an amount equal to the Contract Value as of the date of such change. For purposes of subsequent calculations of the Guaranteed Minimum Death Benefit, we will treat the Contract Value on the date of the change as a Payment made on that date. In addition, all anniversary values, all Payments made and all amounts deducted in connection with partial withdrawals prior to the date of the addition of the Owner will not be considered in the determination of the Guaranteed Minimum Death Benefit.

The substitution of any Owner will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

(a) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
(c) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
(d) Ownership is transferred to the Owner's spouse following the death of the Owner.

If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.

Assignment

You may assign this Contract, except as otherwise provided. No assignment will be binding on us unless it is in the form of a Written Request. An assignment will take effect on the date the request is signed. We will not be liable for any payments made or actions we take before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We will not be responsible for the validity of any assignment.

An assignment of the Contract will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

(a) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the assignment is for purposes of a tax qualified exchange.

If this Contract is issued in a Qualified Plan, this Contract is subject to assignment restrictions for Federal Income Tax purposes. In such event, this Contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

Part 3 Payments

General

The Contract is not effective until the Initial Payment is received by us at our Annuities Service Center or such other place designated by us. All Payments under this Contract are payable at our Annuities Service Center or such other place as we may designate.

Payment Limits

The Initial Payment is shown on the Specifications Pages. Each additional Payment must be at least equal to the Minimum Additional Payment Amount shown on the Specifications Pages. If a Payment would cause the Contract Value on the date of such Payment to exceed the Maximum Amount shown on the Specifications Pages, or the Contract Value on the date of such Payment already exceeds the Maximum Amount, no additional Payments will be accepted without our prior approval. For purposes of this provision, we will include the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract. Additional limits may apply based on your election of an optional Rider or optional benefit. Any such limits are described in the Rider or on the Specifications Pages.

Upon notice, we have the right to refuse or limit subsequent Payments after the first Contract Year in a manner that is not discriminatory.

Allocation Of Net Payments

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Pages. You may change the allocation of subsequent Net Payments at any time, without charge, by Written Request.

Part 4 Fees and Deductions

Contract Asset Fee

To compensate us for assuming mortality and expense risks, and administration expenses, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Pages. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

Annual Contract Fee

To compensate us for assuming administration expenses, we charge an Annual Contract Fee as set forth on the Specifications Pages. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the value of the Investment Accounts of each Investment Option bears to the Contract Value. If the Contract Value is totally withdrawn on any date other than the Contract Anniversary, we will deduct the total amount of the Annual Contract Fee from the amount paid. After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

Payment Based Charge

To compensate us for assuming certain distribution expenses, we charge a Payment Based Charge. The Payment Based Charge is deducted annually in arrears on the Contract Anniversary after each Payment is made to the Contract. Payments received on the Contract Anniversary shall not incur a Premium Based Charge until the next Contract Anniversary. We withdraw the Payment Based Charge from each Investment Option in the same proportion that the value of the Investment Accounts of each Investment Option bears to the Contract Value.

The Payment Based Charge is calculated separately for each Payment. Each Payment has its own Payment Charge percentage and Charge Period as set forth on the Specifications Pages. Payments received within the first 90 days following the Contract Date are treated as one Payment for purposes of determining the Payment Charge for those Payments. On each Contract Anniversary, the Payment Based Charge is determined by multiplying each Payment still subject to a Payment Charge by the percentage applicable to that Payment as shown in the Specifications Pages Once a percentage is established for a Payment, that percentage will not change during the Charge Period for that Payment, even if additional Payments are made or you make a withdrawal. If an additional Payment brings the total Payments to a new Payment Charge Breakpoint, the percentage for that breakpoint is applied only to the additional Payment. The Payment Based Charge deducted on each Contract Anniversary is the sum of the applicable Payment Based Charge for each Payment.

If the Contract Value is totally withdrawn or applied to an Annuity Option, on any date other than the Contract Anniversary, we will deduct the total amount of the Payment Based Charge for that Contract Year from the amount paid.

Taxes

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation due to withdrawals, annuitization or death benefit), or against the Contract Value, Death Benefit proceeds, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

Rider Fee(s)

We charge an additional fee to compensate us for the additional benefits provided by any optional benefit riders elected by you. The Rider Fee for each rider you elect is shown on the Specifications Pages or in the Rider. Rider Fees are deducted as described in the applicable benefit Rider issued by us.

Part 5 Variable Account Provisions

Investment Account

We will establish a separate Investment Account for you for each variable Investment Option to which you allocate amounts. The Investment Account represents the number of your Accumulation Units in an Investment Option.

Investment Account Value

The Investment Account Value of an Investment Account is determined by (a) times (b) where:

(a) equals the number of Accumulation Units credited to the Investment Account; and;
(b) equals the value of the appropriate Accumulation Unit.

Accumulation Units

We will credit Net Payments to your Investment Accounts in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Account of the Contract will be determined by dividing the Net Payment allocated to that Investment Account by the Accumulation Unit value for that Investment Account.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Business Day on which such transaction occurs.

Value Of Accumulation Unit

We will determine the Accumulation Unit value for a particular Investment Account for any Business Day by multiplying the Accumulation Unit value for the immediately preceding Business Day by the net investment factor for the Valuation Period for which the value is being determined. The value of an Accumulation Unit may increase, decrease or remain the same from one Business Day to the next.

Net Investment Factor

The net investment factor is an index that measures the investment performance of a Subaccount from one Business Day to the next (" the Valuation Period"). The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net result of:

(i) the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the current Valuation Period, plus

(ii) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Subaccount and received during the current Valuation Period; and

(b) is the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the immediately preceding Valuation Period; and

(c) is the Contract Asset Fee shown on the Specifications Pages divided by 365 and multiplied by the number of calendar days in the Valuation Period.

The net investment factor may be greater or less than, or equal to, one.

Addition, Deletion, Substitution Or Restriction Of Investment Options

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Subaccount without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

We may make certain changes that we anticipate would best serve the interest of owners of these or similar contracts or would be appropriate in carrying out the purposes of such contracts. Any changes will be made only to the extent and in the manner permitted by applicable laws. Such changes may include the establishment of additional Subaccounts which would invest in shares of a new Portfolio, the elimination of existing Subaccounts, the restriction of or prohibition of additional allocations to a Subaccount, the combination of Subaccounts or the transfer of assets in a Subaccount to another Separate Account established by us or an affiliated company. In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

Insulation

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account shall not be charged with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

Part 6 Transfers

Transfers Before Annuity Commencement Date

While this Contract is in effect prior to the Annuity Commencement Date, you may transfer amounts among the Investment Accounts of the Contract, subject to the limitations below. Amounts will be canceled from the Investment Accounts from which amounts are transferred and credited to the Investment Account to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

You must transfer at least the Minimum Transfer Amount shown on the Specifications Pages or, if less, the entire amount in the Investment Account each time you make a transfer. If, after the transfer, the amount remaining in the Investment Account from which the transfer is made is less than Minimum Investment Account Value shown on the Specifications Pages, then we will transfer the entire amount instead of the requested amount.

We reserve the right, upon notice, to limit the number of transfers that can be made per Contract Year. Should we limit the number of transfers, such limit will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers Before Annuity Commencement Date section on the Specifications Pages.

We also reserve the right, upon notice, to impose a transaction charge for transfers. Such charge will not exceed the Transfer Charge shown on the Specifications Pages.

Transfers On Or After Annuity Commencement Date

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Subaccount to another. To do this, we will convert the number of variable Annuity Units you hold in the Subaccount from which you are transferring to a number of variable Annuity Units of the Subaccount to which you are transferring so that the next Annuity Payment, if it were made at that time, would be the same amount that it would have been without the transfer. After the transfer, the variable Annuity Payments will reflect changes in the values of your new variable Annuity Units. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply.

We reserve the right, upon notice, to limit the number of transfers that can be made after variable annuity payments have begun. If such a limit is imposed, the number of transfers per Contract Year will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers On Or After Annuity Commencement Date section on the Specifications Pages.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

Deferral, Modification Or Termination Of Transfer Privilege

We reserve the right to defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer charges and limitations are identified above and in the Suspension of Payments provision in the Withdrawals Provisions section.

Part 7 Withdrawal Provisions

Payments Of Withdrawals

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of an Owner, the Annuity Commencement Date or the Maturity Date, by sending us a Written Request. We will pay all withdrawals within seven days of receipt at the Annuities Service Center subject to postponement in certain circumstances, as specified below.

Total Withdrawal

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Net Surrender Value.

Partial Withdrawal

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

Partial withdrawals will reduce the Death Benefit, as described in the Death Benefit section.

Frequency And Amount Of Partial Withdrawals

You may make as many partial withdrawals as you wish. Limitations on the amount of partial withdrawals are as follows.

(a) Any withdrawal from an Investment Account must be at least equal to the Minimum Amount of Partial Withdrawal shown on the Specifications Pages or the entire balance in the Investment Account, if less.
(b) If after the withdrawal, the amount remaining in the Investment Account is less than the Minimum Investment Account Balance shown on the Specifications Pages, then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Account.
(c) If a partial withdrawal reduces the Contract Value to less than the Minimum Remaining Contract Value shown on the Specifications Pages, or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal as a total withdrawal of the Contract Value.

Suspension Of Payments

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Accounts for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

Withdrawal Charge

If a withdrawal is made from the Contract we may assess a Withdrawal Charge against Payments. The amount of the Withdrawal Charge and when it is assessed is discussed below.

(a) A Free Withdrawal Amount may be withdrawn free of a Withdrawal Charge. The Free Withdrawal Amount is the greater of:
   (i) Earnings, which for purposes of these Withdrawal Charge provisions, means the excess of the Contract Value on the date of withdrawal over the unliquidated Payments; or
   (ii) the excess of a. over b. where
      a. equals 10% times the total Payments; and
      b. equals 100% of all prior partial withdrawals in that Contract Year.

(b) Amounts will be withdrawn from the Contract in the following order for purposes of calculating the Withdrawal Charge:
   (i) Earnings; then
   (ii) any Free Withdrawal Amount in excess of Earnings; then
   (iii) Payments not previously liquidated, in the order such Payments were received.

(c) Payments are liquidated when the Withdrawal Amount exceeds Earnings. The amount of Payments liquidated equals
   (i) the lesser of the Withdrawal Amount or the total unliquidated Payments; minus
   (ii) Earnings.

(d) A total withdrawal will liquidate all unliquidated Payments. Any Payments liquidated may be subject to a Withdrawal Charge determined based on the Payment Breakpoint applicable to each Payment at the time such Payment is received and the applicable percentage for the Age of Payment Withdrawn shown on the Specifications Pages. The Withdrawal Charge is determined by multiplying the amount of the Payment being liquidated by the applicable Withdrawal Charge percentage obtained from the table shown on the Specifications Pages.

(e) The total Withdrawal Charge will be the sum of the Withdrawal Charges for the Payments being liquidated.

Waiver of Withdrawal Charge

A Withdrawal Charge is not applied if the withdrawal is:

(a) payment of the Death Benefit; or

(b) due to the application of the Contract Value to an Annuity Option; or

(c) taken at the Maturity Date of the Contract; or

(d) a distribution required to satisfy Federal Income Tax minimum distribution requirements that apply to this Contract; or

(e) a withdrawal guaranteed under certain riders attached to the Contract, as specified in the rider.

Part 8 Death Benefits

Death Benefit Before Annuity Commencement Date

Prior to the Maturity Date or Annuity Commencement Date, if earlier, we will determine the Death Benefit as of the date on which written notice and proof of death and all required claim forms are received in Good Order at the Company's Annuities Service Center as follows:

The Death Benefit will be determined as the greater of the Contract Value or the Guaranteed Minimum Death Benefit.

The Guaranteed Minimum Death Benefit is the sum of all Payments made, less any amount deducted in connection with partial withdrawals. For purposes of calculating the Guaranteed Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Guaranteed Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

We will permit the Owner to limit the Death Benefit option(s) to be offered any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract.

Death benefit distributions prior to the Annuity Commencement Date are governed by Internal Revenue Code Section 72(s). Pursuant to Section 72(s) any reference in this provision to "spouse" means a spouse as defined in federal law.

Death of Annuitant: On the death of the last surviving Annuitant, the Owner becomes the new Annuitant, if the Owner is an individual. If the Owner is not an individual the death of any Annuitant is treated as the death of an Owner and the Death Benefit will be determined by substituting the Annuitant for the Owner as described below.

Death of Owner: We will pay the Death Benefit to the Beneficiary if any Owner dies prior to the Maturity Date or Annuity Commencement Date, if earlier. The Death Benefit may be taken in one sum immediately, in which case the Contract will terminate. If the Death Benefit is not taken in one sum immediately, the Contract will continue subject to the following provisions:

(a) The Beneficiary becomes the Owner.
(b) The excess, if any, of the Death Benefit over the Contract Value will be allocated to and among the Investment Accounts in proportion to their values as of the date on which the Death Benefit is determined.
(c) No additional Payments may be applied to the Contract.
(d) If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:

    (i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
    (ii) the entire interest in the Contract must be distributed within 5 years of the Owner's Death, or
    (iii) as Annuity Payments under one of the options described in the Annuity Options section.

    If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed in a lump sum immediately.

(e) If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner, subject to the provisions of Internal Revenue Code Section 72(s). The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

    The spouse may also elect distributions under one of the following options:

    (i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
    (ii) as Annuity Payments under one of the options described in the Annuity Options section.

(f) We will waive Withdrawal Charges on any withdrawals.

(g) The Payment Based Charge will not be applied at the payment of the Death Benefit and we will waive any remaining Payment Based Charge if the Contract is continued.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

Death Benefit On Or After Annuity Commencement Date

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

Proof Of Death

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuities Service Center:

(a) A certified copy of a death certificate;
(b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
(c) Any other proof satisfactory to us.

Part 9 Contract Maturity

Change In Maturity Date

Prior to the Maturity Date, an Owner may make a Written Request to change the Maturity Date. Any extension of the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

Options at Maturity Date

We will send You information about Your available options prior to the Maturity Date. If by the Maturity Date, you do not choose an Annuity Option, make a total withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown on the Specifications Pages and the Annuity Commencement Date is considered to be the Maturity Date.

We will provide variable Annuity Payments unless otherwise elected. You can change the Annuity Option at any time before the Annuity Commencement Date.

Part 10 Annuity Payments

General

The entire Contract Value or the entire amount of the Beneficiary's portion of the Death Benefit may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code section 72(s). Once Annuity Payments commence, the Annuity Option may not be changed.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

We may pay the Contract Value or Death Benefit, on the Annuity Commencement Date in one lump sum if the corresponding monthly income is less than $20.

Variable Annuity Payments

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any of the following, as applicable: Annual Contract Fee, Payment Based Charge, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Pages. We will provide a table of the annuity factors upon Written Request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date. The initial Variable Annuity Payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

Subsequent payments will be based on the investment performance of one or more Subaccounts as you select. The amount of such payments is determined by the number of Annuity Units credited for each Subaccount. Such number is determined by dividing the portion of the first payment allocated to that Subaccount by the Annuity Unit value for that Subaccount determined as of the same date that the Contract Value used to effect Annuity Payments was determined. We then multiply this number of Annuity Units for each Subaccount by the appropriate Annuity Unit value for each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due.

Mortality And Expense Guarantee

We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

Annuity Unit Value

The value of an Annuity Unit for each Subaccount for any Business Day is determined as follows:

(a) The net investment factor for the Subaccount for the Valuation Period ending on the Business Day for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Business Day; and
(b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

Fixed Annuity Payments

We will determine the amount of each Fixed Annuity payment by applying the portion of the Contract Value used to effect a Fixed Annuity measured as of a date not more than 10 business days prior to the Annuity Commencement Date (minus any of the following, as applicable: Annual Contract Fee, Payment Based Charge, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Pages. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

Part 11 Annuity Options

Description Of Annuity Options

Option 1: Life Annuity

a) Life Non-Refund. We will make Annuity Payments during the lifetime of the Annuitant. No payments are due after the death of the Annuitant.

b) Life with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 10-year period.

Option 2: Joint and Survivor Life Annuity

The second Annuitant named shall be referred to as the Co-Annuitant.

a) Joint and Survivor Non-Refund. We will make Annuity Payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the last survivor of the Annuitant and Co-Annuitant.

b) Joint and Survivor with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the 10-year period.

Alternate Annuity Options

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

Part 12 General Provisions

Entire Contract

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract. Statements made in an application that is attached to the Contract shall, in the absence of fraud, be deemed to be representations and not warranties.

Benefits and Values

The benefits and values available under this Contract are not less than the minimum required by the statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which the Contract is delivered, if required by law.

Modification

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

Claims Of Creditors

All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.

Misstatement And Proof Of Age Or Survival

We may require proof of age or survival of any person upon whose age or survival any Annuity Payments or other benefits provided by this Contract or any Rider attached thereof depend. If the age of the Annuitant has been misstated, the benefits will be those which would have been provided for the correct age. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment adjusted with interest at 3% per annum. We will deduct the amount of any overpayment from future benefit payments without adjustment for interest.

Incontestability

This Contract is not contestable.

Non-Participating

Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

Reports

We provide periodic reports no less frequently than annually without charge, containing:

(a) the beginning and end dates of the current report period;
(b) the Contract Value and value of the Investment Account at the beginning and end of the current report period;
(c) the amounts, identified by type, that have been credited or debited to the Investment Account during the current report period; and
(d) the cash surrender value and Death Benefit at the end of the current report period.

The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the delivery of the report. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue. We will provide additional status reports upon request for a charge not to exceed $25 per request.

Currency And Place Of Payments

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuities Service Center or elsewhere if we consent.

Notices And Elections

To be effective, all notices and elections you make under this Contract must be in the form of a Written Request. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuities Service Center, complete with all necessary information.

Governing Law

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Pages.

Section 72(s)

The provisions of this Contract shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

Part 13 Contract Termination

Cancellation For Nonpayment & Minimum Account Value

If, prior to the Annuity Commencement Date, no Payments have been made for two consecutive Contract Years, and if both:

(a) the total Payments made, less any partial withdrawals, are less then $2,000; and
(b) the Contract Value at the end of such two year period is less than $2,000;

we may cancel this Contract and pay you the Contract Value (measured as of the Valuation Period during which the cancellation occurs), less the Annual Contract Fee , any Payment Based Charge, any Rider Fees and premium taxes, if applicable.

Other

This Contract will terminate on the earliest of :

(a) receipt of your request to withdraw the entire Contract Value;
(b) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum; or
(c) the date the Contract Value reduces to zero, subject to the provisions of any benefit rider attached to this Contract.

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

Home Office: Bloomfield Hills, MI

Specifications Pages

Type of Contract:	[Qualified]	**Contract Date:**	[12/01/2011]
Contract Number:	[000000005]	**Issue State:**	[YS]
Owner:	[John X. Doe]	**Owner's Age & Sex:**	[55] [Male]
Annuitant:	[John X. Doe]	**Annuitant's Age & Sex:**	[55] [Male]
[Co-Owner:]	[ ]	**[Co-Owner's Age & Sex:]**	[ ] [ ]
[Co-Annuitant:]	[ ]	**[Co-Annuitant's Age & Sex:]**	[ ] [ ]

Plan [Venture Opportunity O-Series]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee [0.85%]

Annual Contract Fee

[Owner Elects Electronic Delivery of Financial Transaction Confirmations]	[Electronic-Delivery of Financial Transaction Confirmations is Not Elected by Owner]
[$0]	[$50]

Payment Based Charge

Payment Amount Breakpoint	Percentage on Each Contract Anniversary	Total Percentage for Charge Period
[Less than $50,000]	[0.714%]	[5.00%]
[$50,000 to $99,999]	[0.643%]	[4.50%]
[$100,000 to $249,999]	[0.500%]	[3.50%]
[$250,000 to $499,999]	[0.375%]	[2.50%]
[$500,000 to $999,999]	[0.286%]	[2.00%]
[$1,000,000 and above]	[0.179%]	[1.25%]

Charge Period: the [7] year period beginning on the date a Payment is allocated to the Contract

Withdrawal Charges

	Age of Payment When Withdrawn						
Payment Breakpoint	1	2	3	4	5	6	7
[Less than $50,000]	[5%]	[5%]	[4%]	[4%]	[3%]	[3%]	[2%]
[$50,000 to $99,999]	[5%]	[4%]	[4%]	[3%]	[3%]	[2%]	[2%]
[$100,000 to $249,999]	[4%]	[3%]	[3%]	[2%]	[2%]	[2%]	[1%]
[$250,000 to $499,999]	[3%]	[2%]	[2%]	[2%]	[1%]	[1%]	[1%]
[$500,000 to $999,999]	[2%]	[2%]	[2%]	[1%]	[1%]	[1%]	[1%]
[$1,000,000 and above]	[2%]	[2%]	[1%]	[1%]	[1%]	[1%]	[1%]

Payment Limits

Payment Limits

- Minimum Additional Payment Amount: [$30]
- Maximum Amount: [$1,000,000]

Limits—Transfers and Amount of Partial Withdrawals

Transfer Charges and Limitations—Before Annuity Commencement Date

- Minimum Transfer Amount: $300
- Minimum Investment Account Value: $100
- Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year
- Transfer Charge: the lesser of $25 or 2% of the amount of each transfer in excess of 12 per Contract Year

Transfer Limitations – On or After Annuity Commencement Date

- Minimum Number of Transfers Per Contract Year: 4

Limitations on Amount of Partial Withdrawals

- Minimum Amount of Partial Withdrawal: [$300]
- Minimum Investment Account Balance: [$100]
- Minimum Remaining Contract Value: [$1,000]

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment		[$100,000.00]	
[DCA Account Options:]		**[Initial Interest Rate]**	**[Initial Guarantee Period Expires]**
[6 Month DCA Account]	[25.00%]	[1.00%]	[05/01/2012]
Variable Investment Options:			
[Lifestyle Balanced PS]	[75.00%]		
Total	100.00%		

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

[Lifestyle Balanced]
[Lifestyle Balanced PS]
[Lifestyle Conservative]
[Lifestyle Conservative PS]
[Lifestyle Growth]
[Lifestyle Growth PS]
[Lifestyle Moderate]
[Lifestyle Moderate PS]
[Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

[6 Month DCA Account]
[12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [12/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage (Contract Asset Fee + Rider Fee):] [1.15%]

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [12/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date: [10/25/2051]

Annuity Option: Life 10-Year Certain

Annuity Payments — General Information

The rates for Annuity Payments are determined based on:

- Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend
- Fixed Annuity Payment Interest Rate: 1.00% interest per year
- Variable Annuity Payment Assumed Interest Rate: 1.00%

The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [1.87%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]

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

Home Office: Bloomfield Hills, MI

This is a legal Contract - read it carefully.

This Contract is issued in consideration of the Payments. John Hancock Life Insurance Company (U.S.A.), a stock company, agrees to pay the benefits of this Contract in accordance with its terms.

Variable Account Provisions

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE ACCOUNT PROVISIONS BEGIN ON PAGE 6.

Right to Review

You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to you at any time within [10] days after receipt of the Contract. Within 7 days of receipt of the Contract by us, we will pay the Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments to the Owner.

When the Contract is issued as an individual retirement annuity, during the first 7 days of this [10] day period, we will return the greater of (i) Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments or (ii) sum of all Payments less any Withdrawals.

Signed for the Company at its Main Administration Office in Boston, Massachusetts, on the Contract Date.

[James R. Boyle], President

[Emanuel Alves], Secretary

Flexible Payment Deferred Variable Annuity

Variable Accumulation prior to Annuity Commencement Date
Variable and Fixed Annuity Options
Death Benefit Proceeds Payable prior to Annuity Commencement Date
Non-Participating

Annuities Service Center:
[P.O. Box 9505 Portsmouth, NH 03802-9505] [1-800-344-1029] [www.jhannuities.com]

Overnight Mailing Address:
[164 Corporate Drive Portsmouth, NH 03801-6815]

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Introduction

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. You allocate Payments among one or more Investment Options. The initial Investment Options are identified on the Specifications Pages. The Contract Value will vary with the investment performance of your Investment Account. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options.

After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable. If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

If the Owner (Annuitant if the Owner is not an individual) dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuities Service Center.

Part 1 Definitions

We And You	"We", "us" and "our" means the Company. “You” or “your” means the Owner of this Contract.
Accumulation Unit	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
Annuitant	Any individual person or persons whose life is used to determine the duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Pages, unless changed.
Annuities Service Center	Any office designated by us for the receipt of Payments and processing of Owner requests.
Annuity Commencement Date	The date Annuity Payments begin. This date may not be earlier than six months following the Contract Date or later than the Maturity Date.
Annuity Option	The method selected by you for Annuity Payments made by us.
Annuity Payment(s)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
Annuity Unit	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
Beneficiary	The person, persons or entity to whom certain benefits are payable following the death of an Owner, or in certain circumstances, an Annuitant.
Business Day	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
Company	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
Contract Anniversary	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
Contract Date	The date of issue of this Contract as designated on the Specifications Pages.
Contract Value	The total of your Investment Account Values.
Contract Year	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.

Contingent Beneficiary	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
Endorsement	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
Fixed Annuity	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
Good Order	The standard we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Annuities Service Center: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations and Company requirements; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates we may require. We will notify you if an instruction is not in Good Order.
Internal Revenue Code (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purpose.
Investment Account	An account established by us which represents your interest in an Investment Option prior to the Annuity Commencement Date.
Investment Account Value	The value of your investment in an Investment Account.
Investment Options	The Subaccount(s) of the Variable Account. The Investment Options available under this Contract at issue are shown on the Specifications Pages.
Maturity Date	The latest date on which annuity benefits may commence. It is the date listed on the Specifications Pages, unless changed. In no event shall the Maturity Date be later than age 100 of the oldest Annuitant.
Net Payment	The Payment less the amount of premium tax, if any, deducted from the Payment.
Net Surrender Value	The Surrender Value less any amount withheld by us for income taxes.
Non-Qualified Contracts	Contracts which are not issued under Qualified Plans.
Owner	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Pages, unless changed.
Portfolio	The investment choices available to the Variable Account.
Payment	An amount paid to us by you as consideration for the benefits provided by this Contract.

Qualified Contracts	Contracts issued under Qualified Plans.
Qualified Plans	Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.
Rider	A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.
Separate Account	A segregated account of the Company that is not commingled with our general assets and obligations.
Subaccount(s)	A division of the Variable Account. Each Subaccount is invested in shares of a different Portfolio.
Surrender Value	The Contract Value on any Valuation Date, less, if applicable, any Annual Contract Fee, any Rider Fees, and any deduction for premium taxes or similar taxes.
Valuation Period	Any period from one Business Day to the next, measured from the time on each such day that the net asset value of each Portfolio is determined.
Variable Account	The Company's Separate Account as shown on the Specifications Pages.
Variable Annuity	An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Subaccounts.
Withdrawal Amount	The amount deducted from the Contract Value when you take a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any Annual Contract Fee, any Rider Fees, any deduction for premium taxes or similar taxes, and any amount for income taxes resulting from the withdrawal. The Withdrawal Amount may not exceed the Contract Value.
Written Request	A notice provided in a form acceptable to Us based on the type of request and received in Good Order at our Annuities Service Center.

Part 2 Parties to the Contract

Owner

Before the Annuity Commencement Date, the Owner of this Contract shall be the person, persons or entity designated on the Specifications Pages or the latest change filed with us. A co-Owner is not permitted under this Contract if any Owner is an entity. On the Annuity Commencement Date the Annuitant will become the Owner of this Contract, unless the Owner is a trust or custodian. If amounts become payable to the Beneficiary under this Contract, the Beneficiary becomes the Owner of this Contract. Unless indicated otherwise, references to the Owner will also include the co-Owner.

Annuitant

The Annuitant is the person designated as such on the Specifications Pages or the latest change filed with us. If you name more than one Annuitant, the second Annuitant is referred to as the co-Annuitant. Unless indicated otherwise, references to the Annuitant will also include the co-Annuitant.

Beneficiary

The Beneficiary is as designated on the Specifications Pages, unless changed. However, if there is a surviving Owner, that person will be treated as the Beneficiary. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Owner.

Change Of Owner, Annuitant, Beneficiary

Subject to the rights of an irrevocable Beneficiary, you may change the Owner, Annuitant, or Beneficiary by Written Request. Any change will take effect on the date the request is signed. Any change of Owner or Annuitant is subject to our issue age limitations based on age at the date of the change. The Annuitant may not be changed after the Annuity Commencement Date. You need not send us the Contract unless we request it. We will not be liable for any payments or actions we take before the Written Request is received.

The addition of any Owner may result in the resetting of the Guaranteed Minimum Death Benefit to an amount equal to the Contract Value as of the date of such change. For purposes of subsequent calculations of the Guaranteed Minimum Death Benefit, we will treat the Contract Value on the date of the change as a Payment made on that date. In addition, all anniversary values, all Payments made and all amounts deducted in connection with partial withdrawals prior to the date of the addition of the Owner will not be considered in the determination of the Guaranteed Minimum Death Benefit.

The substitution of any Owner will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

(a) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
(c) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
(d) Ownership is transferred to the Owner's spouse following the death of the Owner.

If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.

Assignment

You may assign this Contract, except as otherwise provided. No assignment will be binding on us unless it is in the form of a Written Request. An assignment will take effect on the date the request is signed. We will not be liable for any payments made or actions we take before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We will not be responsible for the validity of any assignment.

An assignment of the Contract will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

(a) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the assignment is for purposes of a tax qualified exchange.

If this Contract is issued in a Qualified Plan, this Contract is subject to assignment restrictions for Federal Income Tax purposes. In such event, this Contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

Part 3 Payments

General

The Contract is not effective until the Initial Payment is received by us at our Annuities Service Center or such other place designated by us. All Payments under this Contract are payable at our Annuities Service Center or such other place as we may designate.

Payment Limits

The Initial Payment is shown on the Specifications Pages. Each additional Payment must be at least equal to the Minimum Additional Payment Amount shown on the Specifications Pages. If a Payment would cause the Contract Value on the date of such Payment to exceed the Maximum Amount shown on the Specifications Pages, or the Contract Value on the date of such Payment already exceeds the Maximum Amount, no additional Payments will be accepted without our prior approval. For purposes of this provision, we will include the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract. Additional limits may apply based on your election of an optional Rider or optional benefit. Any such limits are described in the Rider or on the Specifications Pages.

Upon notice, we have the right to refuse or limit subsequent Payments after the first Contract Year in a manner that is not discriminatory.

Allocation Of Net Payments

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Pages. You may change the allocation of subsequent Net Payments at any time, without charge, by Written Request.

Part 4 Fees and Deductions

Contract Asset Fee

To compensate us for assuming mortality and expense risks, and administration expenses, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Pages. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

Annual Contract Fee

To compensate us for assuming administration expenses, we charge an Annual Contract Fee as set forth on the Specifications Pages. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the value of the Investment Accounts of each Investment Option bears to the Contract Value. If the Contract Value is totally withdrawn on any date other than the Contract Anniversary, we will deduct the total amount of the Annual Contract Fee from the amount paid. After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

Taxes

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation due to withdrawals, annuitization or death benefit), or against the Contract Value, Death Benefit proceeds, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

Rider Fee(s)

We charge an additional fee to compensate us for the additional benefits provided by any optional benefit riders elected by you. The Rider Fee for each rider you elect is shown on the Specifications Pages or in the Rider. Rider Fees are deducted as described in the applicable benefit Rider issued by us.

Part 5 Variable Account Provisions

Investment Account

We will establish a separate Investment Account for you for each variable Investment Option to which you allocate amounts. The Investment Account represents the number of your Accumulation Units in an Investment Option.

Investment Account Value

The Investment Account Value of an Investment Account is determined by (a) times (b) where:

(a) equals the number of Accumulation Units credited to the Investment Account; and;
(b) equals the value of the appropriate Accumulation Unit.

Accumulation Units

We will credit Net Payments to your Investment Accounts in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Account of the Contract will be determined by dividing the Net Payment allocated to that Investment Account by the Accumulation Unit value for that Investment Account.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Business Day on which such transaction occurs.

Value Of Accumulation Unit

We will determine the Accumulation Unit value for a particular Investment Account for any Business Day by multiplying the Accumulation Unit value for the immediately preceding Business Day by the net investment factor for the Valuation Period for which the value is being determined. The value of an Accumulation Unit may increase, decrease or remain the same from one Business Day to the next.

Net Investment Factor

The net investment factor is an index that measures the investment performance of a Subaccount from one Business Day to the next (" the Valuation Period"). The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net result of:
  (i) the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the current Valuation Period, plus
  (ii) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Subaccount and received during the current Valuation Period; and

(b) is the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the immediately preceding Valuation Period; and

(c) is the Contract Asset Fee shown on the Specifications Pages divided by 365 and multiplied by the number of calendar days in the Valuation Period.

The net investment factor may be greater or less than, or equal to, one.

Addition, Deletion, Substitution Or Restriction Of Investment Options

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Subaccount without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

We may make certain changes that we anticipate would best serve the interest of owners of these or similar contracts or would be appropriate in carrying out the purposes of such contracts. Any changes will be made only to the extent and in the manner permitted by applicable laws. Such changes may include the establishment of additional Subaccounts which would invest in shares of a new Portfolio, the elimination of existing Subaccounts, the restriction of or prohibition of additional allocations to a Subaccount, the combination of Subaccounts or the transfer of assets in a Subaccount to another Separate Account established by us or an affiliated company. In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

Insulation

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account shall not be charged with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

Part 6 Transfers

Transfers Before Annuity Commencement Date

While this Contract is in effect prior to the Annuity Commencement Date, you may transfer amounts among the Investment Accounts of the Contract, subject to the limitations below. Amounts will be canceled from the Investment Accounts from which amounts are transferred and credited to the Investment Account to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

You must transfer at least the Minimum Transfer Amount shown on the Specifications Pages or, if less, the entire amount in the Investment Account each time you make a transfer. If, after the transfer, the amount remaining in the Investment Account from which the transfer is made is less than Minimum Investment Account Value shown on the Specifications Pages, then we will transfer the entire amount instead of the requested amount.

We reserve the right, upon notice, to limit the number of transfers that can be made per Contract Year. Should we limit the number of transfers, such limit will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers Before Annuity Commencement Date section on the Specifications Pages.

We also reserve the right, upon notice, to impose a transaction charge for transfers. Such charge will not exceed the Transfer Charge shown on the Specifications Pages.

Transfers On Or After Annuity Commencement Date

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Subaccount to another. To do this, we will convert the number of variable Annuity Units you hold in the Subaccount from which you are transferring to a number of variable Annuity Units of the Subaccount to which you are transferring so that the next Annuity Payment, if it were made at that time, would be the same amount that it would have been without the transfer. After the transfer, the variable Annuity Payments will reflect changes in the values of your new variable Annuity Units. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply.

We reserve the right, upon notice, to limit the number of transfers that can be made after variable annuity payments have begun. If such a limit is imposed, the number of transfers per Contract Year will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers On Or After Annuity Commencement Date section on the Specifications Pages.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

Deferral, Modification Or Termination Of Transfer Privilege

We reserve the right to defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer charges and limitations are identified above and in the Suspension of Payments provision in the Withdrawals Provisions section.

Part 7 Withdrawal Provisions

Payments Of Withdrawals

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of an Owner, the Annuity Commencement Date or the Maturity Date, by sending us a Written Request. We will pay all withdrawals within seven days of receipt at the Annuities Service Center subject to postponement in certain circumstances, as specified below.

Total Withdrawal

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Net Surrender Value.

Partial Withdrawal

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

Partial withdrawals will reduce the Death Benefit, as described in the Death Benefit section.

Frequency And Amount Of Partial Withdrawals

You may make as many partial withdrawals as you wish. Limitations on the amount of partial withdrawals are as follows.

(a) Any withdrawal from an Investment Account must be at least equal to the Minimum Amount of Partial Withdrawal shown on the Specifications Pages or the entire balance in the Investment Account, if less.
(b) If after the withdrawal, the amount remaining in the Investment Account is less than the Minimum Investment Account Balance shown on the Specifications Pages, then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Account.
(c) If a partial withdrawal reduces the Contract Value to less than the Minimum Remaining Contract Value shown on the Specifications Pages, or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal as a total withdrawal of the Contract Value.

Suspension Of Payments

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Accounts for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

Part 8 Death Benefits

Death Benefit Before Annuity Commencement Date

Prior to the Maturity Date or Annuity Commencement Date, if earlier, we will determine the Death Benefit as of the date on which written notice and proof of death and all required claim forms are received in Good Order at the Company's Annuities Service Center as follows:

The Death Benefit will be determined as the greater of the Contract Value or the Guaranteed Minimum Death Benefit.

The Guaranteed Minimum Death Benefit is the sum of all Payments made, less any amount deducted in connection with partial withdrawals. For purposes of calculating the Guaranteed Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Guaranteed Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

We will permit the Owner to limit the Death Benefit option(s) to be offered any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract.

Death benefit distributions prior to the Annuity Commencement Date are governed by Internal Revenue Code Section 72(s). Pursuant to Section 72(s) any reference in this provision to "spouse" means a spouse as defined in federal law.

Death of Annuitant: On the death of the last surviving Annuitant, the Owner becomes the new Annuitant, if the Owner is an individual. If the Owner is not an individual the death of any Annuitant is treated as the death of an Owner and the Death Benefit will be determined by substituting the Annuitant for the Owner as described below.

Death of Owner: We will pay the Death Benefit to the Beneficiary if any Owner dies prior to the Maturity Date or Annuity Commencement Date, if earlier. The Death Benefit may be taken in one sum immediately, in which case the Contract will terminate. If the Death Benefit is not taken in one sum immediately, the Contract will continue subject to the following provisions:

(a) The Beneficiary becomes the Owner.
(b) The excess, if any, of the Death Benefit over the Contract Value will be allocated to and among the Investment Accounts in proportion to their values as of the date on which the Death Benefit is determined.
(c) No additional Payments may be applied to the Contract.
(d) If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:

    (i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
    (ii) the entire interest in the Contract must be distributed within 5 years of the Owner's Death, or
    (iii) as Annuity Payments under one of the options described in the Annuity Options section.

    If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed in a lump sum immediately.

(e) If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner, subject to the provisions of Internal Revenue Code Section 72(s). The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

    The spouse may also elect distributions under one of the following options:

    (i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
    (ii) as Annuity Payments under one of the options described in the Annuity Options section.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

Death Benefit On Or After Annuity Commencement Date

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

Proof Of Death

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuities Service Center:

(a) A certified copy of a death certificate;
(b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
(c) Any other proof satisfactory to us.

Part 9 Contract Maturity

Change In Maturity Date

Prior to the Maturity Date, an Owner may make a Written Request to change the Maturity Date. Any extension of the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

Options at Maturity Date

We will send You information about Your available options prior to the Maturity Date. If by the Maturity Date, you do not choose an Annuity Option, make a total withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown on the Specifications Pages and the Annuity Commencement Date is considered to be the Maturity Date.

We will provide variable Annuity Payments unless otherwise elected. You can change the Annuity Option at any time before the Annuity Commencement Date.

Part 10 Annuity Payments

General

The entire Contract Value or the entire amount of the Beneficiary's portion of the Death Benefit may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code section 72(s). Once Annuity Payments commence, the Annuity Option may not be changed.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

We may pay the Contract Value or Death Benefit, on the Annuity Commencement Date in one lump sum if the corresponding monthly income is less than $20.

Variable Annuity Payments

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any of the following, as applicable: Annual Contract Fee, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Pages. We will provide a table of the annuity factors upon Written Request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date. The initial Variable Annuity Payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

Subsequent payments will be based on the investment performance of one or more Subaccounts as you select. The amount of such payments is determined by the number of Annuity Units credited for each Subaccount. Such number is determined by dividing the portion of the first payment allocated to that Subaccount by the Annuity Unit value for that Subaccount determined as of the same date that the Contract Value used to effect Annuity Payments was determined. We then multiply this number of Annuity Units for each Subaccount by the appropriate Annuity Unit value for each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due.

Mortality And Expense Guarantee

We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

Annuity Unit Value

The value of an Annuity Unit for each Subaccount for any Business Day is determined as follows:

(a) The net investment factor for the Subaccount for the Valuation Period ending on the Business Day for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Business Day; and
(b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

Fixed Annuity Payments

We will determine the amount of each Fixed Annuity payment by applying the portion of the Contract Value used to effect a Fixed Annuity measured as of a date not more than 10 business days prior to the Annuity Commencement Date (minus any of the following, as applicable: Annual Contract Fee, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Pages. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

Part 11 Annuity Options

Description Of Annuity Options

Option 1: Life Annuity

a) Life Non-Refund. We will make Annuity Payments during the lifetime of the Annuitant. No payments are due after the death of the Annuitant.

b) Life with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 10-year period.

Option 2: Joint and Survivor Life Annuity

The second Annuitant named shall be referred to as the Co-Annuitant.

a) Joint and Survivor Non-Refund. We will make Annuity Payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the last survivor of the Annuitant and Co-Annuitant.

b) Joint and Survivor with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the 10-year period.

Alternate Annuity Options

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

Part 12 General Provisions

Entire Contract

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract. Statements made in an application that is attached to the Contract shall, in the absence of fraud, be deemed to be representations and not warranties.

Benefits and Values

The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which this Contract is delivered, if required by law.

Modification

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

Claims Of Creditors

All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.

Misstatement And Proof Of Age Or Survival

We may require proof of age or survival of any person upon whose age or survival any Annuity Payments or other benefits provided by this Contract or any Rider attached thereof depend. If the age of the Annuitant has been misstated, the benefits will be those which would have been provided for the correct age. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment adjusted with interest at 3% per annum. We will deduct the amount of any overpayment from future benefit payments without adjustment for interest.

Incontestability

This Contract is not contestable.

Non-Participating

Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

Reports

We provide periodic reports no less frequently than annually without charge, containing:

(a) the beginning and end dates of the current report period;
(b) the Contract Value and value of the Investment Account at the beginning and end of the current report period;
(c) the amounts, identified by type, that have been credited or debited to the Investment Account during the current report period; and
(d) the cash surrender value and Death Benefit at the end of the current report period.

The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the delivery of the report. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue. We will provide additional status reports upon request for a charge not to exceed $25 per request.

Currency And Place Of Payments

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuities Service Center or elsewhere if we consent.

Notices And Elections

To be effective, all notices and elections you make under this Contract must be in the form of a Written Request. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuities Service Center, complete with all necessary information.

Governing Law

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Pages.

Section 72(s)

The provisions of this Contract shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

Part 13 Contract Termination

Cancellation For Nonpayment & Minimum Account Value

If, prior to the Annuity Commencement Date, no Payments have been made for two consecutive Contract Years, and if both:

(a) the total Payments made, less any partial withdrawals, are less then $2,000; and
(b) the Contract Value at the end of such two year period is less than $2,000;

we may cancel this Contract and pay you the Contract Value (measured as of the Valuation Period during which the cancellation occurs), less any Annual Contract Fee, any Rider Fees and premium taxes, if applicable.

Other

This Contract will terminate on the earliest of:

(a) receipt of your request to withdraw the entire Contract Value;
(b) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum; or
(c) the date the Contract Value reduces to zero, subject to the provisions of any benefit rider attached to this Contract.

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

Home Office: Bloomfield Hills, MI

Specifications Pages

Type of Contract:	[Qualified]	**Contract Date:**	[12/01/2011]
Contract Number:	[000000005]	**Issue State:**	[YS]
Owner:	[John X. Doe]	**Owner's Age & Sex:**	[55] [Male]
Annuitant:	[John X. Doe]	**Annuitant's Age & Sex:**	[55] [Male]
[Co-Owner:]	[ ]	**[Co-Owner's Age & Sex:]**	[ ] [ ]
[Co-Annuitant:]	[ ]	**[Co-Annuitant's Age & Sex:]**	[ ] [ ]

Plan [Venture EE-Series]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee [0.80%]

Annual Contract Fee

[Owner Elects Electronic Delivery of Financial Transaction Confirmations]	[Electronic-Delivery of Financial Transaction Confirmations is Not Elected by Owner]
[$0]	[$50]

Payment Limits

Payment Limits

- Minimum Additional Payment Amount: [$30]
- Maximum Amount: [$1,000,000]

Limits—Transfers and Amount of Partial Withdrawals

Transfer Charges and Limitations—Before Annuity Commencement Date	• Minimum Transfer Amount: $300 • Minimum Investment Account Value: $100 • Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year • Transfer Charge: the lesser of $25 or 2% of the amount of each transfer in excess of 12 per Contract Year
Transfer Limitations – On or After Annuity Commencement Date	• Minimum Number of Transfers Per Contract Year: 4
Limitations on Amount of Partial Withdrawals	• Minimum Amount of Partial Withdrawal: [$300] • Minimum Investment Account Balance: [$100] • Minimum Remaining Contract Value: [$1,000]

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment		[$100,000.00]	
[DCA Account Options:]		**[Initial Interest Rate]**	**[Initial Guarantee Period Expires]**
[6 Month DCA Account]	[25.00%]	[1.00%]	[05/01/2012]
Variable Investment Options:			
[Lifestyle Balanced PS]	[75.00%]		
Total	100.00%		

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

[Lifestyle Balanced]
[Lifestyle Balanced PS]
[Lifestyle Conservative]
[Lifestyle Conservative PS]
[Lifestyle Growth]
[Lifestyle Growth PS]
[Lifestyle Moderate]
[Lifestyle Moderate PS]
[Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

[6 Month DCA Account]
[12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [12/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage (Contract Asset Fee + Rider Fee):] [1.10%]

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [12/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date:	[10/25/2051]
Annuity Option:	Life 10-Year Certain
Annuity Payments — General Information	The rates for Annuity Payments are determined based on: • Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend • Fixed Annuity Payment Interest Rate: 1.00% interest per year • Variable Annuity Payment Assumed Interest Rate: 1.00% The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee. For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [1.81%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]

John Hancock Life Insurance Company (U.S.A.)
P.O. Box 9505, Portsmouth, NH 03802-9505
Overnight mail: 164 Corporate Drive, Portsmouth, NH 03801-6815
800-344-1029 www.jhannuities.com
Home office: Bloomfield Hills, MI

John Hancock Life Insurance Company (U.S.A.)
Variable Annuity Application

1

Product Venture Opportunity A-Series

Purchase Payment $100,000

Application solicited in the state of MA

123
Client Brokerage Account Number

2

Owner ☒ Male ☐ Female ☐ Trust Entity

Co-owner ☐ Male ☐ Female

John X. Doe
Owner (First, Middle, Last Name or Name of Trust/Entity)

Co-owner (First, Middle, and Last Name)

1 Main St.
Mailing Address

Mailing Address

Residential Address (Required if different from mailing or address is PO Box)

Residential Address (Required if different from mailing or address is PO Box)

Anytown, MA 02210
City, State, Zip

City, State, Zip

03/13/1956
Date of Birth (mm/dd/yy)

111-XX-1111
Social Security/Tax Identification Number

Date of Birth (mm/dd/yy)

Social Security/Tax Identification Number

JXDOE@email.net
E-mail Address

E-mail Address

3

Annuitant ☒ Male ☐ Female

Co-annuitant ☐ Male ☐ Female

John X. Doe
Annuitant (First, Middle, and Last Name)

Co-annuitant (First, Middle, and Last Name)

1 Main St.
Mailing Address

Mailing Address

Residential Address (Required if different from mailing or address is PO Box)

Residential Address (Required if different from mailing or address is PO Box)

Anytown, MA 02210
City, State, Zip

City, State, Zip

03/13/1956
Date of Birth (mm/dd/yy)

111-XX-1111
Social Security/Tax Identification Number

Date of Birth (mm/dd/yy)

Social Security/Tax Identification Number

JXDOE@email.net
E-mail Address

E-mail Address

ANNUITY PAYMENTS AND TERMINATION VALUES PROVIDED BY THIS CONTRACT ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

4 eDelivery

Sign up for eDelivery and John Hancock will waive your $50 annual contract fee.*

Sign up for eDelivery to receive your statements, transaction confirmations, and other documents electronically.

Start by providing your e-mail address below

We will send you an e-mail message that will enable you to register for online delivery. Once you sign up, you can receive many of your contract documents and notifications electronically, plus, you will have access to important contract information on our secure website.

E-mail JXDOE@email.net

***Fee waiver eligibility applies to contracts that remain enrolled in eDelivery options prior to their maturity date.**

Sign up for eDelivery and John Hancock will waive your $50 annual contract fee.*

Sign up for eDelivery to receive your statements, transaction confirmations, and other documents electronically.

Start the process now by checking the "yes" box below and providing your email address

☐ Yes ☐ No **Electronic Delivery Consent**

E-mail _____

***Fee waiver eligibility applies to contracts that remain enrolled in eDelivery options prior to their maturity date.**

I consent to electronic delivery by the Company, when available, of:

- Legal disclosure materials (prospectuses and prospectus supplements for the variable annuity and the underlying funds and annual and semiannual reports for the underlying funds).
- Account documents (quarterly statements and confirmations).
- Related correspondence (privacy notice and other notices to customers). I confirm that I have access to a computer with the hardware and software necessary (Adobe Acrobat®, Internet access, and an active email account) to receive this information electronically—in the form of a compact disc, by email, or by notice to me of a document's availability on the Company website. I confirm that I have the ability to retrieve and retain electronic communications that are subject to this consent. I understand that I must provide my email address above to use this service. I understand that:
- There is no charge for electronic delivery, although I may incur the costs of Internet access and computer usage.
- I may request paper copies of annual statements and prospectuses at any time for no charge. However, I understand that the $50 annual contract fee will be reinstated if I turn off eDelivery of transaction confirmations.
- The Company is not required to deliver this information electronically and may discontinue electronic delivery in whole or part at any time.

This consent is effective until further notice by the Company or until I revoke it.

Please call 800-344-1029 if you would like to revoke your consent, receive a paper copy of any of the above information via U.S. mail, or need to update your email address.

5 Beneficiary/ies

If there are co-owners, the surviving owner is the primary beneficiary. If you wish to restrict the death payment options for your beneficiary(ies), please complete the separate Restricted Beneficiary Form. Contingent Beneficiary(ies) receive proceeds only if primary beneficiary(ies) pre-decease owner.

Role	Beneficiary's Name	% of Proceeds	Date of Birth	Gender	Social Security No.	Relationship to Owner
Primary	Jane Doe	100%	11/10/1957	F	222-XX-2222	Spouse

6 Contract Type Source Funds

☐ Nonqualified ☒ Qualified Contribution for Tax Year 2011

Ownership Type Individual Plan Type Traditional IRA

Direct Payment Check $ 100,000

Payable to John Hancock Life Insurance Company (U.S.A.)

Wire $ _____

Transfer/Estimated Amount $ _____

☐ Qualified Direct Transfer/Rollover

☐ Nonqualified 1035 Exchange

☐ Mutual Fund/CD/Other Redemption

7 Death Benefit

Available at the time of application and cannot be canceled once elected. Age restrictions apply.

☒ Annual Step-Up Death Benefit

8 Optional Withdrawal Benefit

Available at the time of application and cannot be canceled once elected. Age restrictions may apply. Investment restrictions apply.

☒ Income Plus for Life-Joint Life

9 Remarks

10 Automatic Rebalancing

If marked, the Contract Value, will be automatically rebalanced as indicated by the variable investment allocations elected in the Initial Investment options section of the application, unless subsequently changed. Initial Payment must be allocated to at least 2 variable investment options in order to participate in the Automatic Rebalancing.

If the contract holder elects to participate in Automatic Rebalancing, the total value of the variable portfolios must be included in the program. Therefore, fund exchanges and subsequent payments received and applied to portfolios in percentages different from the current rebalancing allocation will be rebalanced at the next date of rebalancing. **Note: If a Withdrawal Benefit Rider is elected, the Contract Value may be reallocated to percentages that differ from the Automatic Rebalancing percentages.**

Automatic Rebalancing will occur on the 25th of the month (or next business day); please indicate frequency. If no frequency is indicated, then Automatic Rebalancing will occur Quarterly.

☐ **Quarterly** ☐ **Semiannually (June & December)** ☐ **Annually (December)**

11 Initial Investment Allocations

Fund Manager	Fund Name	% to Allocate
John Hancock Asset Management (North America)	Lifestyle Balanced PS	75 %
John Hancock Asset Management (North America)	Lifestyle Moderate PS	25 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

12 Optional Dollar Cost Averaging Instructions

Start Date _____
(day of month)

Source Funds _____

If Regular DCA elected, indicate amount to be transferred each month $ _____

Length of Transfer Period _____ month(s)

Destination Fund(s) and % to allocate
(Additional Destination funds will appear in Remarks section on page 3.)

	%
	%
	%
	%
	%
	%

13 REQUIRED For California Owner(s)/Annuitant(s) Age 60 or Older

Under California law, there is a 30-Day Right to Review your contract. During this time, your initial payment may only be invested into a money market fund, unless you specifically direct that the initial payment be invested in other variable investment options.

A. ☐ I/We wish to immediately invest in the variable investment options elected in Section 11. If my/our contract is canceled within 30 days, the contract value will be returned to me/us.

B. ☐ I/We authorize the company to allocate my payment to the Money Market portfolio for a period of 35 calendar days. On the 35th day (or next business day) transfer my contract value to the investment selection(s) elected in Section 11. If I cancel my/our contract within 30 days, any payments will be returned.

If you do not check one of these boxes, we must allocate your payment to the Money Market portfolio (Option B).

14 Additional State Disclosures

For Applicants in all states except AZ, DC, DE:
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For AZ Applicants: On written request, the Company is required to provide you, within a reasonable time, factual information regarding the benefits and provisions of your annuity contract. If, for any reason you are not satisfied with your annuity contract, you may return it within ten days, OR WITHIN THIRTY DAYS IF YOU ARE SIXTY-FIVE YEARS OF AGE OR OLDER ON THE DATE OF THE APPLICATION FOR YOUR ANNUITY CONTRACT, after the contract is delivered and receive a refund of an amount equal to the Contract Value on the business day the contract is received by us plus the sum of all fees and charges deducted from the gross Payments. For your protection, state law required the following statements to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

For DC Applicants: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For DE Applicants: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony.

For SD Applicants: All statements are representations and not warranties.

Pursuant to Section 3 of the Federal Defense of Marriage Act ("DOMA"), same-sex marriages, domestic partnerships, and civil unions currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue Code Sections 72(s) and 401(a)(9) are currently not available to a same-sex spouse, domestic partner or civil union partner. Same-sex spouses, domestic partners, or civil union partners who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses, domestic partners, and civil union partners recognized by the Issue State remain entitled to such rights or benefits to the same extent as any annuity holder's spouse.

NOTICE: State insurance laws may prohibit the owner of an annuity from entering into any agreement to sell, transfer or assign an annuity contract prior to the date the contract was issued, or within a period of time specified by state law after the date the contract was issued. You should consult with legal advisors if you have any questions about these matters.

15 Acknowledgments/Signatures

Statement of Applicant: I/We agree that the contract I/we have applied for shall not take effect until the later of: (1) the issuance of the contract or (2) receipt by the company at its Annuity Service Office of the first payment required under the contract. The information herein is true and complete to the best of my/our knowledge and belief and is correctly recorded.

(a) ☐ **Yes** ☒ **No** Is the annuitant or owner an active member of the U.S. Armed Forces?

If you answered "Yes," please complete and attach a "Military Personnel Financial Services Disclosure" form (available on www.jhannuities.com). This product is not specifically designed for or marketed to active duty military personnel. Applications not complying with our military sales procedures will not be accepted.

(b) ☐ **Yes** ☒ **No** Does the annuitant or owner have existing individual life insurance policies or annuity contracts?

(c) ☐ **Yes** ☒ **No** Will this contract replace or change any existing life insurance or annuity in this or any other company?

If you answered "Yes" to either question (b) or (c), please complete below and attach a state replacement form (if applicable). Please see the reference guide in the forms booklet.

Issuing company: ☐ **Annuity** ☐ **Life Insurance**

Name of Issuing Company _____ Contract Number _____

- **I/We acknowledge receipt of the current prospectus under one of the following formats:**

  A. On compact disc (the "CD Prospectus"). I/We acknowledge that:
  - (i) I/we have access to a personal computer or similar device;
  - (ii) I/we have the ability to read the CD Prospectus using that technology; and
  - (iii) I/we understand that there may be costs associated with using and maintaining that technology and I/we am/are willing to incur any such costs.

  I/We understand that a copy of the CD Prospectus may be retained indefinitely by printing it or saving a copy to a computer or similar device. I/we understand that this acknowledgement relates to my/our receipt of the CD Prospectus and that a printed paper copy of the Prospectus for this variable annuity will be sent to me/us with my/our Contract. I/we understand that Prospectus supplements, other amended/updated Prospectuses and other documents related to this variable annuity will be sent to me/us in printed paper format in the future, including the Prospectus that will be delivered with my/our Contract, unless I/we otherwise elect to receive such documents in electronic format. I/We understand that we also may request a current Prospectus for this variable annuity in printed paper format at any time, without charge, by calling 800-344-1029.

  B. In printed paper format.

- I/We confirm a review of my/our investment objectives, tax, liquidity, and financial statuses was offered to me/us.
- I/We have read the applicable fraud statement contained in the State Disclosures Section.
- To the best of my knowledge and belief, the statements in this application are true and complete.
- I/We am/are either a citizen or resident alien of the United States of America.
- I/We understand that unless I/we elect otherwise, the Maturity Date will be the later of the first of the month following the Annuitant's 95th birthday (IRAs and certain qualified retirement plans may require distributions to begin by age 70½).

  Alternate Maturity Date_____.
- **I/We understand that annuity payments and other values provided by the contract applied for, when based on the investment experience of the variable investment options are variable and are not guaranteed as to fixed dollar amount.**

SIGN HERE **Owner:**	Signature	Anytown, MA City, State (signed in)	12/01/2011 Date
SIGN HERE **Co-owner:**	Signature	City, State (signed in)	Date
SIGN HERE **Annuitant:** (If different from owner)	Signature	City, State (signed in)	Date
SIGN HERE **Co-annuitant:** (If different from co-owner)	Signature	City, State (signed in)	Date

16 Agent Information

A. Agent Certification: I have truly and accurately recorded the information provided by the applicant and I have determined that the annuity contract applied for is a suitable investment for the applicant.

☐ YES ☒ NO Does the annuitant or owner have existing individual life insurance policies or annuity contracts?

☐ YES ☒ NO Will this contract replace or change any existing life insurance or annuity in this or any other company?

B. Option ☐ Option A ☒ Option B1 ☐ Option B2 ☐ Option C (commission options may not be available with all products)

C. Important Information

REMINDER: Please complete the required Annuity Suitability training, if mandated by the state of contract issuance. Visit www.jhannuities.com for more information.

D. Agent Information

X	Fred Q. Agent	100%
Signature of Primary Agent	Printed Name of Primary Agent	Percentage %

ABC Financial Advisor	XXXX
Broker/Dealer Firm	State License ID

fqagent@ABCFin.com	4321	617-XXX-0000
Agent's E-Mail Address	Broker/Dealer Rep Number	Agent's Telephone Number

Name of Agent #2	Percentage %
Name of Agent #3	Percentage %
Name of Agent #4	Percentage %
Name of Agent #5	Percentage %

Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of the Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Additional Payment — Any Payment received after the initial Payment.

Benefit Base — The amount used for purposes of calculating the Lifetime Income Amount under this Rider. **The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.**

Covered Person — The person named in the Guaranteed Minimum Withdrawal Benefit Specifications whose life is used to determine the duration of the LIA payments. If the named Covered Person is deceased or is no longer the Annuitant of the Contract, the Rider will terminate.

Designated Investment Option — An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.

Excess Withdrawal Amount — The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. **Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.**

Lifetime Income Amount (LIA) — The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of the Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the Covered Person or upon a change in Annuitant that removes the Covered Person from the Contract as an Annuitant.

Lifetime Income Date — The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process	A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.
Qualifying Designated Investment Option	An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.
Withdrawal Amount	The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges.

The Death Benefit provided by the Contract is also reduced by Withdrawals under this Rider. Withdrawals during a Contract Year prior to the Lifetime Income Date will reduce the Death Benefit on a pro-rata basis. After the Lifetime Income Date, Withdrawals during a Contract Year that are less than or equal to the Lifetime Income Amount will reduce the Death Benefit on a dollar-for-dollar basis. Withdrawals during the Contract Year that exceed the Lifetime Income Amount will reduce the Death Benefit on a pro-rata basis in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to the deduction of the Excess Withdrawal Amount.

Notwithstanding the above, if you limit all Withdrawals during a Contract Year after the Lifetime Income Date to the Life Expectancy Distributions elected under an automatic distribution program provided by us, the Withdrawals will reduce the Death Benefit on a dollar-for-dollar basis. (See the "Life Expectancy Distributions" provision.)

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments
No Additional Payment will be accepted, without our prior approval, on or after the first Contract Anniversary following the Rider Date that either:

(a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
(b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

(a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
(b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit
For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

(a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
(b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up
If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date
Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date
We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

(a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
(b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

(a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
(b) are paid to the Owner:
  (i) pursuant to Internal Revenue Code ("Code") Section 72(q)(2)(D) upon the request of the Owner ("Pre-59 ½ Distributions"); or
  (ii) pursuant to Code Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions").

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

(a) the LIA, , or
(b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of the Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than $20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal. In that case, all benefits will terminate. If your Contract Value declines to zero before the Lifetime Income Date and you did not take any withdrawals during that Contract Year, then the Contract will enter its Settlement Phase. If the Contract Value reduces to zero during the Settlement Phase, then the Contract remains in the Settlement Phase and is eligible for the settlement payments described above.

Effect Of Payment Of Death Benefit

If the Contract's Death Benefit is paid while this Rider is in effect, and if the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract, the following will determine whether this Rider continues or terminates:

(a) If the deceased Owner (Annuitant if the Owner is not an individual) was the Covered Person, the Rider will terminate.

(b) If the deceased Owner (Annuitant if the Owner is not an individual) is not the Covered Person and the Covered Person remains the Annuitant on the Contract, the Rider will continue. In such instance, anniversaries of the date the Death Benefit was determined will be used instead of the original Contract Anniversary Dates to compare total Withdrawal Amounts to the LIA.

If the Rider continues, under b) above, the Rider Fee will continue (See the "Rider Fee" provision). If the Rider continues, the Benefit Base will automatically Step-Up if the Death Benefit on the date the Death Benefit was determined was greater than the Benefit Base on that date. (See the "Calculation of Benefit Base - Step-Up" provision.)

The Beneficiary is eligible for any remaining Credits and any Step-Ups. However, any such remaining Credits will be calculated and applied on future anniversaries of the date the Death Benefit was determined instead of the original Contract Anniversary Dates. Remaining eligible Step-Up Dates will also be measured beginning from the date the Death Benefit was determined. The latest Step-Up Date, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, as measured beginning from the Rider Date, is still applicable. When Withdrawals deplete the Contract Value to zero, if the Benefit Base is still greater than zero, then the Rider enters its Settlement Phase. (See the "Settlement Phase" provision above.)

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. We will provide notice of any change. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

If we increase the Rider Fee Percentage, you may refuse to accept the increase and waive all future Step-ups and any Credits that would occur after the initial Credit Period. Refusal to accept the increase is irrevocable and you will not have the ability to opt-in for future Step-ups or Credits. The refusal and waiver described above must be in the form of a Written Request and received in Good Order within 30 days of the effective date of the increase.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your

Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options
We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected. We will notify you of such changes.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

LIA with Cash Refund: Under this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

(a) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
(b) the date an Annuity Option commences; or
(c) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
(d) the date there is no longer a Covered Person under this Rider; or
(e) termination of the Contract; or
(f) the date the Owner is changed or the Contract is assigned, unless
  (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
  (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
  (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or
  (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (vi) the assignment is for purposes of a tax qualified exchange.

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

[ ]

[Secretary]

Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person: [John Doe]

Rider Date: [02/01/2008]

Lifetime Income Date: [01/01/2025]

Lifetime Income Percentage:

Age of Covered Person	Percentage
[59½ - 60]	[4.50%]
[61]	[4.60%]
[62]	[4.70%]
[63]	[4.80%]
[64]	[4.90%]
[65 and over]	[5.0%]

Credit Period: Initial: First [10] Contract Years after the Rider Date; or Subsequent: First [10] Contract Years after any Step-ups but not later than the Contract Anniversary following the Covered Person's [95th] birthday.

Credit Percentage:

Age of Covered Person	Percentage
[64 and under]	[5%]
[65 and over]	[6%]

Step-Up Date:

Frequency	Beginning	Ending
[Every 3 years]	[on the [3rd] Contract Anniversary following the Rider Date.]	[on the [9th] Contract Anniversary following the Rider Date.]
[Every year]	[on the [10th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95th] birthday.]

Maximum Benefit Base: [$5,000,000]

Additional Payment Limit: [$100,000]

Maximum Rider Fee Percentage: [1.50%]

Rider Fee Percentage: [1.00%]
The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.

Rider Fee Guarantee Period [Two Contract Years]

Settlement Limit [$300]

Portfolio Stabilization Process

Designated Investment Option	[Bond PS]
Qualifying Designated Investment Option	[Ultra Short Term Bond]
Monthly Anniversary	The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.
Additional Net Payment	Any Net Purchase Payment received after the initial Purchase Payment.
Reference (RV)	An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day. Additional Net Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Net Payment. Additional Net Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Net Payment over any withdrawal since the later of (a) the Lifetime Income Date, or (b) the later of: (i) the date of an Additional Net Payment that increased the Reference Value, or (ii) The date of a reduction in the Reference Value The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.
Reference Value Band (RVB)	A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where: (a) Is the minimum of the Contract Value or [92.5]% of the Reference Value; (b) Is the minimum of the Contract Value or [80]% of the Reference Value; and (c) Is [2.5]% of the Reference Value The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a;
(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a;
(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and
(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:

(a) Is the minimum of the Contract Value or [80]% of RV
(b) Is RVB multiplied by [2.5]% of RV
(c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
(d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	**Assumed Equity Allocation Factor**
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times \text{WAEAF} - [540] + \text{RVB} \times (\text{WAEAF} - [20])}{[5] \times \text{WAEAF}}$$

Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of the Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Additional Payment — Any Payment received after the initial Payment.

Benefit Base — The amount used for purposes of calculating the Lifetime Income Amount under this Rider. **The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.**

Covered Person — The person named in the Guaranteed Minimum Withdrawal Benefit Specifications whose life is used to determine the duration of the LIA payments. If the named Covered Person is deceased or is no longer the Annuitant of the Contract, the Rider will terminate.

Designated Investment Option — An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.

Excess Withdrawal Amount — The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. **Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.**

Lifetime Income Amount (LIA) — The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of the Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the Covered Person or upon a change in Annuitant that removes the Covered Person from the Contract as an Annuitant.

Lifetime Income Date — The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process	A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.
Qualifying Designated Investment Option	An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.
Withdrawal Amount	The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges.

The Death Benefit provided by the Contract is also reduced by Withdrawals under this Rider. Withdrawals during a Contract Year prior to the Lifetime Income Date will reduce the Death Benefit on a pro-rata basis. After the Lifetime Income Date, Withdrawals during a Contract Year that are less than or equal to the Lifetime Income Amount will reduce the Death Benefit on a dollar-for-dollar basis. Withdrawals during the Contract Year that exceed the Lifetime Income Amount will reduce the Death Benefit on a pro-rata basis in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to the deduction of the Excess Withdrawal Amount.

Notwithstanding the above, if you limit all Withdrawals during a Contract Year after the Lifetime Income Date to the Life Expectancy Distributions elected under an automatic distribution program provided by us, the Withdrawals will reduce the Death Benefit on a dollar-for-dollar basis. (See the "Life Expectancy Distributions" provision.)

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments
No Additional Payment will be accepted, without our prior approval, on or after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the Covered Person's age 65 that either:

(a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
(b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

In addition to the above restrictions, no Additional Payments will be accepted after the Maximum Additional Payment Age shown in the Guaranteed Minimum Withdrawal Benefit Specifications. These limits on Additional Payments are in addition to any Payment limitations described in your Contract.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

(a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
(b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit
For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

(a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
(b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up
If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date
Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date
We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

(a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
(b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

(a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
(b) are paid to the Owner:
  (i) pursuant to Internal Revenue Code ("Code") Section 72(t)(2)(A)(iv); or
  (ii) as required or contemplated by Code Section 401(a)(9), Section 403(b)(10), Section 408(a)(6), Section 408(b)(3), or Section 408A(c)(5), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
(c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

(a) the LIA, , or
(b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of the Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than $20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal. In that case, all benefits will terminate. If your Contract Value declines to zero before the Lifetime Income Date and you did not take any withdrawals during that Contract Year, then the Contract will enter its Settlement Phase. If the Contract Value reduces to zero during the Settlement Phase, then the Contract remains in the Settlement Phase and is eligible for the settlement payments described above.

Effect Of Payment Of Death Benefit

If the Contract's Death Benefit is paid while this Rider is in effect, and if the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract, the following will determine whether this Rider continues or terminates:

(a) If the deceased Owner (Annuitant if the Owner is not an individual) was the Covered Person, the Rider will terminate.

(b) If the deceased Owner (Annuitant if the Owner is not an individual) is not the Covered Person and the Covered Person remains the Annuitant on the Contract, the Rider will continue. In such instance, anniversaries of the date the Death Benefit was determined will be used instead of the original Contract Anniversary Dates to compare total Withdrawal Amounts to the LIA.

If the Rider continues, under b) above, the Rider Fee will continue (See the "Rider Fee" provision). If the Rider continues, the Benefit Base will automatically Step-Up if the Death Benefit on the date the Death Benefit was determined was greater than the Benefit Base on that date. (See the "Calculation of Benefit Base - Step-Up" provision.)

The Beneficiary is eligible for any remaining Credits and any Step-Ups. However, any such remaining Credits will be calculated and applied on future anniversaries of the date the Death Benefit was determined instead of the original Contract Anniversary Dates. Remaining eligible Step-Up Dates will also be measured beginning from the date the Death Benefit was determined. The latest Step-Up Date, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, as measured beginning from the Rider Date, is still applicable. When Withdrawals deplete the Contract Value to zero, if the Benefit Base is still greater than zero, then the Rider enters its Settlement Phase. (See the "Settlement Phase" provision above.)

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. We will provide notice of any change. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

If we increase the Rider Fee Percentage, you may refuse to accept the increase and waive all future Step-ups and any Credits that would occur after the initial Credit Period. Refusal to accept the increase is irrevocable and you will not have the ability to opt-in for future Step-ups or Credits. The refusal and waiver described above must be in the form of a Written Request and received in Good Order within 30 days of the effective date of the increase.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your

Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options
We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected. We will notify you of such changes.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

LIA with Cash Refund: Under this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

(a) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
(b) the date an Annuity Option commences; or
(c) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
(d) the date there is no longer a Covered Person under this Rider; or
(e) termination of the Contract; or
(f) the date the Owner is changed or the Contract is assigned, unless
  (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
  (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
  (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or
  (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (vi) the assignment is for purposes of a tax qualified exchange.

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

[ ]

[Secretary]

Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person: [John Doe]

Rider Date: [02/01/2008]

Lifetime Income Date: [01/01/2025]

Lifetime Income Percentage:

Age of Covered Person	Percentage
[59½ - 60]	[4.50%]
[61]	[4.60%]
[62]	[4.70%]
[63]	[4.80%]
[64]	[4.90%]
[65 and over]	[5.0%]

Credit Period: Initial: First [10] Contract Years after the Rider Date; or Subsequent: First [10] Contract Years after any Step-ups but not later than the Contract Anniversary following the Covered Person's [95th] birthday.

Credit Percentage:

Age of Covered Person	Percentage
[64 and under]	[5%]
[65 and over]	[6%]

Step-Up Date:

Frequency	Beginning	Ending
[Every 3 years]	[on the [3rd] Contract Anniversary following the Rider Date.]	[on the [9th] Contract Anniversary following the Rider Date.]
[Every year]	[on the [10th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95th] birthday.]

Maximum Benefit Base: [$5,000,000]

Additional Payment Limit: [$100,000]

Maximum Additional Payment Age On or after the Covered Person's attained age [81]

Maximum Rider Fee Percentage: [1.50%]

Rider Fee Percentage: [1.00%]
The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.

Rider Fee Guarantee Period [Two Contract Years]

Settlement Limit [$300]

Portfolio Stabilization Process

Designated Investment Option	[Bond PS]
Qualifying Designated Investment Option	[Ultra Short Term Bond]
Monthly Anniversary	The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.
Additional Net Payment	Any Net Purchase Payment received after the initial Purchase Payment.
Reference (RV)	An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day. Additional Net Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Net Payment. Additional Net Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Net Payment over any withdrawal since the later of (a) the Lifetime Income Date, or (b) the later of: (i) the date of an Additional Net Payment that increased the Reference Value, or (ii) The date of a reduction in the Reference Value The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.
Reference Value Band (RVB)	A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where: (a) Is the minimum of the Contract Value or [92.5]% of the Reference Value; (b) Is the minimum of the Contract Value or [80]% of the Reference Value; and (c) Is [2.5]% of the Reference Value The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a;
(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a;
(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and
(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:

(a) Is the minimum of the Contract Value or [80]% of RV
(b) Is RVB multiplied by [2.5]% of RV
(c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
(d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	**Assumed Equity Allocation Factor**
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times \mathrm{WAEAF} - [540] + \mathrm{RVB} \times (\mathrm{WAEAF} - [20])}{[5] \times \mathrm{WAEAF}}$$

Joint Life Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of either Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Additional Payment

Any Payment received after the initial Payment.

Benefit Base

The amount used for purposes of calculating the Lifetime Income Amount under this Rider. **The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.**

Covered Persons

The persons named in the Guaranteed Minimum Withdrawal Benefit Specifications whose lives are used to determine the duration of the LIA payments. If both named Covered Persons are deceased or are no longer Annuitants of the Contract, the Rider will terminate.

Designated Investment Option

An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.

Excess Withdrawal Amount

The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. **Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.**

Lifetime Income Amount (LIA)

The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of either Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the last Covered Person or upon a change in Annuitant that removes the last Covered Person from the Contract as an Annuitant.

Lifetime Income Date

The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process	A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.
Qualifying Designated Investment Option	An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.
Withdrawal Amount	The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges.

The Death Benefit provided by the Contract is also reduced by Withdrawals under this Rider. Withdrawals during a Contract Year prior to the Lifetime Income Date will reduce the Death Benefit on a pro-rata basis. After the Lifetime Income Date, Withdrawals during a Contract Year that are less than or equal to the Lifetime Income Amount will reduce the Death Benefit on a dollar-for-dollar basis. Withdrawals during the Contract Year that exceed the Lifetime Income Amount will reduce the Death Benefit on a pro-rata basis in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to the deduction of the Excess Withdrawal Amount.

Notwithstanding the above, if you limit all Withdrawals during a Contract Year after the Lifetime Income Date to the Life Expectancy Distributions elected under an automatic distribution program provided by us, the Withdrawals will reduce the Death Benefit on a dollar-for-dollar basis. (See the "Life Expectancy Distributions" provision.)

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments

No Additional Payment will be accepted, without our prior approval, on or after the first Contract Anniversary following the Rider Date that either:

(a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
(b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

(a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
(b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit

For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

(a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
(b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up
If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date
Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date
We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

(a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
(b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the youngest Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

(a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
(b) are paid to the Owner:
    (i) pursuant to Internal Revenue Code ("Code") Section 72(q)(2)(D) upon the request of the Owner ("Pre-59 ½ Distributions"); or
    (ii) pursuant to Code Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions").

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

(a) the LIA, , or
(b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of either Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than $20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the last Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal. In that case, all benefits will terminate. If your Contract Value declines to zero before the Lifetime Income Date and you did not take any withdrawals during that Contract Year, then the Contract will enter its Settlement Phase. If the Contract Value reduces to zero during the Settlement Phase, then the Contract remains in the Settlement Phase and is eligible for the settlement payments described above.

Effect of Divorce, Annulment Or Dissolution of Marriage

The two persons named in the Specifications below are the only two people who may be covered under this Rider. However, if a divorce, annulment or dissolution of marriage occurs between those Covered Persons while this Rider is in effect, and the Contract remains in force, this Rider will continue provided one of the spouses is the named Annuitant. In that case, this Rider will continue with that Annuitant as the sole Covered Person, subject to the same Lifetime Income Date and Rider Fee as prior to the divorce, annulment or dissolution of marriage and with the Lifetime Income Percentage, Credits and Step-Ups determined based on the ages of the Covered Persons named in the Specifications below. No new spouse may be added as a Covered Person.

Effect Of Payment Of Death Benefit

If the last Covered Person dies while this Rider is in effect, this Rider terminates and no further benefits are paid under the Rider.

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In

the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. We will provide notice of any change. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

If we increase the Rider Fee Percentage, you may refuse to accept the increase and waive all future Step-ups and any Credits that would occur after the initial Credit Period. Refusal to accept the increase is irrevocable and you will not have the ability to opt-in for future Step-ups or Credits. The refusal and waiver described above must be in the form of a Written Request and received in Good Order within 30 days of the effective date of the increase.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount

will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options
We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected. We will notify you of such changes.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

Joint LIA with Cash Refund: This option is available if both Covered Persons remain under the Rider and they are the Annuitant and Co-Annuitant at election of this option. Under this option, we will make payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. After the death of the surviving Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of
(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Joint Life Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

LIA with Cash Refund: This option is available if only one Covered Person remains under the Rider and the Covered Person is the Annuitant. Under this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of
(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

(a) the date of the first Covered Person's death and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
(b) the date of the last Covered Person's death; or
(c) the date an Annuity Option commences; or
(d) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
(e) the date there is no longer a Covered Person under this Rider; or
(f) termination of the Contract; or
(g) the date the Owner is changed or the Contract is assigned, unless
  (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
  (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
  (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or
  (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (vi) the assignment is for purposes of a tax qualified exchange.

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

[ ]

[Secretary]

Joint Life Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person: [John Doe]
[Jane Doe]

Rider Date: [02/01/2008]

Lifetime Income Date: [01/01/2025]

Lifetime Income Percentage:

Age of Youngest Covered Person	Percentage
[59½ - 60]	[4.25%]
[61]	[4.35%]
[62]	[4.45%]
[63]	[4.55%]
[64]	[4.65%]
[65 and over]	[4.75%]

Credit Period: Initial: First [10] Contract Years after the Rider Date; or Subsequent: First [10] Contract Years after any Step-ups but not later than the Contract Anniversary following the Oldest Covered Person's [95th] birthday.

Credit Percentage:

Age of Youngest Covered Person	Percentage
[64 and under]	[5%]
[65 and over]	[6%]

Step-Up Date:

Frequency	Beginning	Ending
[Every 3 years]	[on the [3rd] Contract Anniversary following the Rider Date.]	[on the [9th] Contract Anniversary following the Rider Date.]
[Every year]	[on the [10th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95th] birthday.]

Maximum Benefit Base: [$5,000,000]

Additional Payment Limit: [$100,000]

Maximum Rider Fee Percentage: [1.50%]

Rider Fee Percentage: [1.00%]
The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.

Rider Fee Guarantee Period	[Two Contract Years]
Settlement Limit	[$300]

Portfolio Stabilization Process

Designated Investment Option	[Bond PS]
Qualifying Designated Investment Option	[Ultra Short Term Bond]
Monthly Anniversary	The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.
Additional Net Payment	Any Net Purchase Payment received after the initial Purchase Payment.
Reference (RV)	An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day. Additional Net Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Net Payment. Additional Net Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Net Payment over any withdrawal since the later of (a) the Lifetime Income Date, or (b) the later of: (i) the date of an Additional Net Payment that increased the Reference Value, or (ii) The date of a reduction in the Reference Value The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.
Reference Value Band (RVB)	A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where: (a) Is the minimum of the Contract Value or [92.5]% of the Reference Value; (b) Is the minimum of the Contract Value or [80]% of the Reference Value; and (c) Is [2.5]% of the Reference Value The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a;
(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a;
(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and
(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:

(a) Is the minimum of the Contract Value or [80]% of RV
(b) Is RVB multiplied by [2.5]% of RV
(c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
(d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	**Assumed Equity Allocation Factor**
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times \text{WAEAF} - [540] + \text{RVB} \times (\text{WAEAF} - [20])}{[5] \times \text{WAEAF}}$$

Joint Life Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of either Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Additional Payment — Any Payment received after the initial Payment.

Benefit Base — The amount used for purposes of calculating the Lifetime Income Amount under this Rider. **The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.**

Covered Persons — The persons named in the Guaranteed Minimum Withdrawal Benefit Specifications whose lives are used to determine the duration of the LIA payments. If the named Covered Persons are deceased or are no longer Annuitants of the Contract, the Rider will terminate.

Designated Investment Option — An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.

Excess Withdrawal Amount — The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. **Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.**

Lifetime Income Amount (LIA) — The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of either Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the last Covered Person or upon a change in Annuitant that removes the last Covered Person from the Contract as an Annuitant.

Lifetime Income Date — The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process	A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.
Qualifying Designated Investment Option	An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.
Withdrawal Amount	The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges.

The Death Benefit provided by the Contract is also reduced by Withdrawals under this Rider. Withdrawals during a Contract Year prior to the Lifetime Income Date will reduce the Death Benefit on a pro-rata basis. After the Lifetime Income Date, Withdrawals during a Contract Year that are less than or equal to the Lifetime Income Amount will reduce the Death Benefit on a dollar-for-dollar basis. Withdrawals during the Contract Year that exceed the Lifetime Income Amount will reduce the Death Benefit on a pro-rata basis in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to the deduction of the Excess Withdrawal Amount.

Notwithstanding the above, if you limit all Withdrawals during a Contract Year after the Lifetime Income Date to the Life Expectancy Distributions elected under an automatic distribution program provided by us, the Withdrawals will reduce the Death Benefit on a dollar-for-dollar basis. (See the "Life Expectancy Distributions" provision.)

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments
No Additional Payment will be accepted, without our prior approval, on or after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the Covered Person's age 65 that either:

(a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
(b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

In addition to the above restrictions, no Additional Payments will be accepted after the Maximum Additional Payment Age shown in the Guaranteed Minimum Withdrawal Benefit Specifications. These limits on Additional Payments are in addition to any Payment limitations described in your Contract.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

(a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
(b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit
For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

(a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
(b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up
If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date
Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date
We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

(a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
(b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the youngest Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

(a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
(b) are paid to the Owner:
  (i) pursuant to Internal Revenue Code ("Code") Section 72(t)(2)(A)(iv); or
  (ii) as required or contemplated by Code Section 401(a)(9), Section 403(b)(10), Section 408(a)(6), Section 408(b)(3), or Section 408A(c)(5), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
(c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

(a) the LIA, , or
(b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of either Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than $20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the last Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal. In that case, all benefits will terminate. If your Contract Value declines to zero before the Lifetime Income Date and you did not take any withdrawals during that Contract Year, then the Contract will enter its Settlement Phase. If the Contract Value reduces to zero during the Settlement Phase, then the Contract remains in the Settlement Phase and is eligible for the settlement payments described above.

Effect Of Divorce, Annulment or Dissolution of Marriage

The two persons named in the Specifications below are the only two people who may be covered under this Rider. However, if a divorce, annulment or dissolution of marriage occurs between those Covered Persons while this Rider is in effect, and the Contract remains in force, this Rider will continue provided one of the spouses is the named Annuitant. In that case, this Rider will continue with that Annuitant as the sole Covered Person, subject to the same Lifetime Income Date and Rider Fee as prior to the divorce, annulment or dissolution of marriage and with the Lifetime Income Percentage, Credits and Step-Ups determined based on the ages of the Covered Persons named in the Specifications below. No new spouse may be added as a Covered Person.

Effect Of Payment Of Death Benefit

If the last Covered Person dies while this Rider is in effect, this Rider terminates and no further benefits are paid under the Rider.

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. We will provide notice of any change. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

If we increase the Rider Fee Percentage, you may refuse to accept the increase and waive all future Step-ups and any Credits that would occur after the initial Credit Period. Refusal to accept the increase is irrevocable and you will not have the ability to opt-in for future Step-ups or Credits. The refusal and waiver described above must be in the form of a Written Request and received in Good Order within 30 days of the effective date of the increase.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount

will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options
We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected. We will notify you of such changes.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

Joint LIA with Cash Refund: This option is available if both Covered Persons remain under the Rider and they are the Annuitant and Co-Annuitant at election of this option. Under this option, we will make payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. After the death of the surviving Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of
(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Joint Life Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

LIA with Cash Refund: This option is available if only one Covered Person remains under the Rider and the Covered Person is the Annuitant. Under this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of
(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

(a) the date of the first Covered Person's death and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
(b) the date of the last Covered Person's death; or
(c) the date an Annuity Option commences; or
(d) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
(e) the date there is no longer a Covered Person under this Rider; or
(f) termination of the Contract; or
(g) the date the Owner is changed or the Contract is assigned, unless
  (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
  (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
  (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or
  (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (vi) the assignment is for purposes of a tax qualified exchange.

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

[ ]

[Secretary]

Joint Life Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person: [John Doe]
[Jane Doe]

Rider Date: [02/01/2008]

Lifetime Income Date: [01/01/2025]

Lifetime Income Percentage:

Age of Youngest Covered Person	Percentage
[59½ - 60]	[4.25%]
[61]	[4.35%]
[62]	[4.45%]
[63]	[4.55%]
[64]	[4.65%]
[65 and over]	[4.75%]

Credit Period: Initial: First [10] Contract Years after the Rider Date; or Subsequent: First [10] Contract Years after any Step-ups but not later than the Contract Anniversary following the Oldest Covered Person's [95th] birthday.

Credit Percentage:

Age of Youngest Covered Person	Percentage
[64 and under]	[5%]
[65 and over]	[6%]

Step-Up Date:

Frequency	Beginning	Ending
[Every 3 years]	[on the [3rd] Contract Anniversary following the Rider Date.]	[on the [9th] Contract Anniversary following the Rider Date.]
[Every year]	[on the [10th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95th] birthday.]

Maximum Benefit Base: [$5,000,000]

Additional Payment Limit: [$100,000]

Maximum Additional Payment Age On or after the oldest Covered Person's attained age [81]

Maximum Rider Fee Percentage: [1.50%]

Rider Fee Percentage: [1.00%]
The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.

Rider Fee Guarantee Period	[Two Contract Years]
Settlement Limit	[$300]

Portfolio Stabilization Process

Designated Investment Option	[Bond PS]
Qualifying Designated Investment Option	[Ultra Short Term Bond]
Monthly Anniversary	The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.
Additional Net Payment	Any Net Purchase Payment received after the initial Purchase Payment.
Reference (RV)	An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day. Additional Net Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Net Payment. Additional Net Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Net Payment over any withdrawal since the later of (a) the Lifetime Income Date, or (b) the later of: (i) the date of an Additional Net Payment that increased the Reference Value, or (ii) The date of a reduction in the Reference Value The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.
Reference Value Band (RVB)	A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where: (a) Is the minimum of the Contract Value or [92.5]% of the Reference Value; (b) Is the minimum of the Contract Value or [80]% of the Reference Value; and (c) Is [2.5]% of the Reference Value The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a;
(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a;
(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and
(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:

(a) Is the minimum of the Contract Value or [80]% of RV
(b) Is RVB multiplied by [2.5]% of RV
(c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
(d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	**Assumed Equity Allocation Factor**
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times \mathrm{WAEAF} - [540] + \mathrm{RVB} \times (\mathrm{WAEAF} - [20])}{[5] \times \mathrm{WAEAF}}$$

Supporting Document Schedules

Item Status: **Status Date:**

Bypassed - Item: Flesch Certification

Bypass Reason: N/A - forms will be used with federally registered securities (variable annuities) and are therefore exempt from readability requirements.

Comments:

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Application is attached in the Forms tab for approval as part of this filing.

Item Status: **Status Date:**

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attachments:

VEN A Series-Actl Memo w-demos (NC).pdf
VEN O Series Act Memo w-demos (NC).pdf
VEN EE Series Act Memo w-demos (NC).pdf
GMWB Actuarial Memo w-demos&PSP ex (NC).pdf

Item Status: **Status Date:**

Satisfied - Item: Statements of Variability

Comments:

Attachments:

SOV - VENTURE-EJ11 (Contracts A-O-EE).pdf
SOV - SPVENEJA11 (Specs-A).pdf
SOV - SPVENEJO11 (Specs-O).pdf
SOV - SPVENEE11 (Specs-EE).pdf
SOV - STPAPP11 (App).pdf

SOV - BR003Q11 et al (Riders).pdf

Item Status: **Status Date:**

Satisfied - Item: Certification - Reg 6

Comments:

Attachment:

AR - Certification Reg 6 (Variable Contracts).pdf

Item Status: **Status Date:**

Satisfied - Item: Certification (Regs 19, 49 et al)

Comments:

Attachment:

AR - Certification.pdf

Item Status: **Status Date:**

Satisfied - Item: Redlines - Comparisons with approved forms)

Comments:

Attachments:

VENTURE-EJA11 (Redline).pdf
VENTURE-EJO11 (Redline).pdf
VENTURE-EE11 (Redline) .pdf
SPVEN-EJA11 (Redline).pdf
SPVEN-EJO11 (Redline).pdf
SPVEN-EE11 (Redline).pdf
BR003NQ-11 (Redline).pdf
BR003Q-11(Redline).pdf
BR004NQ-11(Redline).pdf
BR004Q-11 (Redline).pdf

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Contract Form Numbers: VENTURE-EJA .11
VENTURE-EJO.11
VENTURE-EE.11

Variable fields in the above-referenced forms are indicated by brackets [ ].

CONTRACT COVER PAGE	
Logo (front and back covers)	Logo may be updated as necessary should change occur in the future.
Right to Review	The review period will be either 10 days or 30 days as follows: ▪ 10 days - contracts not issued as replacements ▪ 30 days - replacement contracts
Officer Signature & Name	May be updated as necessary should a change in officer occur in the future
Annuities Service Center & Overnight Mailing Address	Address, phone and website may be updated as necessary should change occur in the future

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EJA.11

Variable fields in the above-referenced forms are indicated by brackets [ ].

SPECIFICATIONS PAGES FORMS	
An asterisk (*) indicates the value for the Variable Field varies based on data specific to the Owner. The values for other Variable Fields may differ by class of owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. For instance, distribution channel A may offer a flat contract asset fee while channel B offers a banded asset fee. The value of such variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.	
Variable Fields	**Description**
Type of Contract*	Qualified (i.e. IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(k) 401(a), 403(b)). Descriptions such as "Beneficiary", "Trustee" or "Custodian" may be included as appropriate to the owner's contract type. OR Non-Qualified
Contract Date*	Issue date of the contract
Contract Number*	Number assigned by our system.
Issue State*	State abbreviation of issue state
Owner*	Name of the Owner
Owner's Age & Sex*	Age and sex of Owner
Annuitant*	Name of annuitant
Annuitant's Age & Sex*	Age and sex of the Annuitant
Co-Owner*	Name of Co-Owner, if applicable
Co-Owner's Age & Sex*	Age and sex of Co-Owner, if applicable
Co-Annuitant*	Name of Co-Annuitant, if applicable.
Co-Annuitant's Age & Sex*	Age and sex of the Co-Annuitant, if applicable
Plan	Marketing name of the product. This may vary by distribution channel
Guaranteed Minimum Withdrawal Benefit statement	The GMWB purpose statement will appear when a Guaranteed Minimum Withdrawal Benefit rider is issued.

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EJA.11

Contract Asset Fee	The Asset Fee shall be either a. or b. a. a single, flat percentage – For example: 0.80% Fee percentage range: 0.25% to 2.00% OR b. a banded fee schedule with 2 – 7 years-based bands. The fee percentage at any band will be no less than 0.25% and no more than 2.50%.
Annual Contract Fee	The Annual Contract Fee shall be either a. or b. a. a single, flat dollar amount – For example: [$50[1]] [[1]Prior to the Annuity Commencement Date, when the Annual Contract Fee is to be assed, if the sum of all of your Investment Accounts exceed [$100,000], the Annual Contract Fee may be waived.] WHERE the range of values are: Annual Contract Fee: $10 - $50 Waiver Footnote: Sum of Investment Accounts: $10,000 - $250,000. The waiver may be entirely deleted on a uniform and non-discriminatory basis. OR b. a banded fee schedule. When an owner elects to receive confirmations electronically, a reduced Annual Contract Fee will apply due to the decreased administrative expenses associated with such a contract. The submitted John Doe Specifications Pages form illustrates a banded fee schedule. The Annual Contract Fee will range as follows: ▪ Owner Elects Electronic Delivery of Financial Transaction Confirmations: $0 - $20 ▪ Electronic Delivery of Financial Transaction Confirmations Is Not Elected by Owner: $30 - $50
Sales Charge	The table of Sales Charges may contain 2 to 8 breakpoints with the range of values as follows: Cumulative Value: Minimum: Under $10,000; Maximum: $5,000,000 and over Sales Charge (percentage at any breakpoint): Minimum:: 0.25% Maximum: 8.00% The definition of "Cumulative Value" may be one of the following: • Cumulative Value means the current existing Contract Value of this Contract • Cumulative Value means the total of all the Payments in this Contract less any withdrawals • Cumulative Value means the greater of the following amounts as of the date we receive the Payment: (a) The Current Existing Contract Value of this Contract; or (b) The total of all the Payments in this Contract less any withdrawals.

	• Cumulative Value means the lesser of the following amounts as of the date we receive the Payment: (a) The Current Existing Contract Value of this Contract; or (b) The total of all the Payments in this Contract less any withdrawals.
Payment Limits	Minimum Additional Payment Amount: $10 - $250. Maximum Amount: $500,000 - $2,500,000
Limitations on Amount of Partial Withdrawals	Minimum Amount of Partial Withdrawal: $100 - $500 Minimum Investment Account Balance: $100 - $500 Minimum Remaining Contract Value: $100 - $2,500
Initial Allocation of Net Payment*	▪ Initial Payment: the amount of the initial Payment made by the Owner. The initial investment account allocation chosen by the Owner from the Available Investment Options will appear. ▪ Dollar Cost Averaging (DCA) Account Investment Options: This provision will appear when a 6 month or 12 month DCA option offered by us is chosen by the owner. The percentage allocated to the chosen DCA option will be listed followed by: o Initial Interest Rate: 1.00% - 12.00%, as determined by the Company on a non-discriminatory basis. o Initial Guarantee Expiration Date: as determined based on the term of the chosen DCA option in relation to the Contract Date. ▪ Variable Investment Options: Variable investment option(s) and percentage allocated to each option as chosen by the owner.
Available Investment Options	Variable Account: The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Page) may vary based on the Separate Account offered by us for the product. We may add or delete or rename investment options at any time as permitted by applicable law. We may limit the investment options made available in conjunction with certain optional riders.

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EJA.11

Optional Riders*	Rider data will appear or not depending on the Owner's election of an available rider. The data included here is variable by class of owner in that should subsequently-approved riders be offered in the future, the data applicable to such rider(s) will appear as described below. We may discontinue new sales of any rider at any time. ▪ Rider title and marketing name of the rider will appear. "Not Elected" will follow the rider title if the Owner does not elect the rider. Rider Date and Fee Percentage items will then be deleted. ▪ Rider Date: Issue date of rider ▪ Rider Fee Percentage: in accordance with the rider fee data applicable to the rider elected, as specified in the Statement of Variability filed for that rider. ▪ Total Asset Fee Percentage: Total of the Rider Fee Percentage and the Contract Asset Fee will appear as applicable to the selected rider. Varies based on the underlying Contract Asset Fee and the Rider Fee.
Maturity Date*	Not later than the 1st of the month following the Annuitant's age 95
Annuity Payments – General Information	The smallest annual rate of return needed so variable annuity payments will not decrease may vary based on the Variable Annuity assumed interest rate and the Contract Asset Fee.
Beneficiary Information*	Beneficiary(ies) information as indicated by the Owner on the application will appear.
Disclosures	This section will appear if the Type of Contract is Qualified..

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EJO.11

Variable fields in the above-referenced forms are indicated by brackets [ ].

SPECIFICATIONS PAGES FORMS	
An asterisk (*) indicates the value for the Variable Field varies based on data specific to the Owner. The values for other Variable Fields may differ by class of owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. For instance, distribution channel A may offer a flat contract asset fee while channel B offers a banded asset fee. The value of such variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.	
Variable Fields	**Description**
Type of Contract*	Qualified (i.e. IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(k) 401(a), 403(b)). Descriptions such as "Beneficiary", "Trustee" or "Custodian" may be included as appropriate to the owner's contract type. OR Non-Qualified
Contract Date*	Issue date of the contract
Contract Number*	Number assigned by our system.
Issue State*	State abbreviation of issue state
Owner*	Name of the Owner
Owner's Age & Sex*	Age and sex of Owner
Annuitant*	Name of annuitant
Annuitant's Age & Sex*	Age and sex of the Annuitant
Co-Owner*	Name of Co-Owner, if applicable
Co-Owner's Age & Sex*	Age and sex of Co-Owner, if applicable
Co-Annuitant*	Name of Co-Annuitant, if applicable.
Co-Annuitant's Age & Sex*	Age and sex of the Co-Annuitant, if applicable
Plan	Marketing name of the product. This may vary by distribution channel
Guaranteed Minimum Withdrawal Benefit statement	The GMWB purpose statement will appear when a Guaranteed Minimum Withdrawal Benefit rider is issued.

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EJO.11

Contract Asset Fee	The Asset Fee shall be either a. or b. a. a single, flat percentage – For example: 0.85% Fee percentage range: 0.25% to 2.00% OR b. a banded fee schedule with 2 – 6 years-based bands. The fee percentage at any band will be no less than 0.25% and no more than 2.50%.
Annual Contract Fee	The Annual Contract Fee shall be either a. or b. a. a single, flat dollar amount – For example: [$50[1]] [[1]Prior to the Annuity Commencement Date, when the Annual Contract Fee is to be assed, if the sum of all of your Investment Accounts exceed [$100,000], the Annual Contract Fee may be waived.] WHERE the range of values are: Annual Contract Fee: $10 - $50 Waiver Footnote: Sum of Investment Accounts may range from: $10,000 - $250,000. The waiver may be entirely deleted on a uniform and non-discriminatory basis. OR b. a banded fee schedule. When an owner elects to receive confirmations electronically, a reduced Annual Contract Fee will apply due to the decreased administrative expenses associated with such a contract. The submitted John Doe Specifications Pages form illustrates a banded fee schedule. The Annual Contract Fee will range as follows: Owner Elects Electronic Delivery of Financial Transaction Confirmations: $0 - $20 Electronic Delivery of Financial Transaction Confirmations Is Not Elected by Owner: $30 - $50
Payment Based Charge	The table of Payment Based Charge may contain 2 to 8 breakpoints with the following range of values: a. Payment Amount Breakpoint: $10,000 - $2,500,000 and above b. Percentage on Each Contract Anniversary: The percentage at any breakpoint is determined based on the Charge Period and the Total Percentage for Charge Period applicable to that breakpoint Minimum: 1.00%/N; Maximum: 5.00%/N where N equals the Charge Period. c. Total Percentage for Charge Period (at any breakpoint): 1.00% - 8.00% Charge Period: 4 – 8 years

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December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EJO.11

Withdrawal Charges	The table of Withdrawal Charges may contain 2 to 8 breakpoints with the following range of values: a. Payment Breakpoint: $10,000 - $2,500,000 and above b. Age of Payment When Withdrawn Age: 4 – 8 years Percentage (at any Breakpoint): ranging as follows Age 1 — 1% - (10%-Payment Based Charge) 2 — 0.5% - (10%-Payment Based Charge x 2) 3 — 0.5% - (10%-Payment Based Charge x 3) 4 — 0.5% - (10%-Payment Based Charge x 4) 5 — 0% - (10%-Payment Based Charge x 5) 6 — 0% - (10%-Payment Based Charge x 6) 7 — 0% - (10%-Payment Based Charge x 7) 8 — 0% - (10%-Payment Based Charge x 8)
Payment Limits	Minimum Additional Payment Amount: $10 - $250. Maximum Amount: $500,000 - $2,500,000
Limitations on Amount of Partial Withdrawals	Minimum Amount of Partial Withdrawal: $100 - $500 Minimum Investment Account Balance: $100 - $500 Minimum Remaining Contract Value: $100 - $2,500
Initial Allocation of Net Payment*	▪ Initial Payment: the amount of the initial Payment made by the Owner. The initial investment account allocation chosen by the Owner from the Available Investment Options will appear. ▪ Dollar Cost Averaging (DCA) Account Investment Options: This provision will appear when a 6 month or 12 month DCA option offered by us is chosen by the owner. The percentage allocated to the chosen DCA option will be listed followed by: o Initial Interest Rate: 1.00% - 12.00%, as determined by the Company on a non-discriminatory basis. o Initial Guarantee Expiration Date: as determined based on the term of the chosen DCA option in relation to the Contract Date. ▪ Variable Investment Options: Variable investment option(s) and percentage allocated to each option as chosen by the owner.

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EJO.11

Available Investment Options	Variable Account: The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Pages) may vary based on the Separate Account offered by us for the product. We may add or delete or rename investment options at any time as permitted by applicable law. We may limit the investment options made available in conjunction with certain optional riders.
Optional Riders*	Rider data will appear or not depending on the Owner's election of an available rider. The data included here is variable by class of owner in that should subsequently-approved riders be offered in the future, the data applicable to such rider(s) will appear as described below. We may discontinue new sales of any rider at any time. ▪ Rider title and marketing name of the rider will appear. "Not Elected" will follow the rider title if the Owner does not elect the rider. Rider Date and Fee Percentage items will then be deleted. ▪ Rider Date: Issue date of rider ▪ Rider Fee Percentage: in accordance with the rider fee data applicable to the rider elected, as specified in the Statement of Variability filed for that rider. ▪ Total Asset Fee Percentage: Total of the Rider Fee Percentage and the Contract Asset Fee will appear as applicable to the selected rider. Varies based on the underlying Contract Asset Fee and the Rider Fee.
Maturity Date*	Not later than the 1st of the month following the Annuitant's age 95
Annuity Payments – General Information	The smallest annual rate of return needed so variable annuity payments will not decrease may vary based on the Variable Annuity assumed interest rate and the Contract Asset Fee.
Beneficiary Information*	Beneficiary(ies) information as indicated by the Owner on the application will appear.
Disclosures	▪ This section will appear if the Type of Contract is Qualified..

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EE.11

Variable fields in the above-referenced forms are indicated by brackets [ ].

SPECIFICATIONS PAGES FORMS	
An asterisk (*) indicates the value for the Variable Field varies based on data specific to the Owner. The values for other Variable Fields may differ by class of owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. For instance, distribution channel A may offer a flat contract asset fee while channel B offers a banded asset fee. The value of such variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.	
Variable Fields	**Description**
Type of Contract*	Qualified (i.e. IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(k) 401(a), 403(b)). Descriptions such as "Beneficiary", "Trustee" or "Custodian" may be included as appropriate to the owner's contract type. OR Non-Qualified
Contract Date*	Issue date of the contract
Contract Number*	Number assigned by our system.
Issue State*	State abbreviation of issue state
Owner*	Name of the Owner
Owner's Age & Sex*	Age and sex of Owner
Annuitant*	Name of annuitant
Annuitant's Age & Sex*	Age and sex of the Annuitant
Co-Owner*	Name of Co-Owner, if applicable
Co-Owner's Age & Sex*	Age and sex of Co-Owner, if applicable
Co-Annuitant*	Name of Co-Annuitant, if applicable.
Co-Annuitant's Age & Sex*	Age and sex of the Co-Annuitant, if applicable
Plan	Marketing name of the product. This may vary by distribution channel
Guaranteed Minimum Withdrawal Benefit statement	The GMWB purpose statement will appear when a Guaranteed Minimum Withdrawal Benefit rider is issued.

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EE.11

Contract Asset Fee	The Asset Fee shall be either a. or b. a. a single, flat percentage – For example: 0.80% Fee percentage range: 0.25% to 2.00% OR b. a banded fee schedule with 2 – 7 years-based bands. The fee percentage at any band will be no less than 0.25% and no more than 2.50%.
Annual Contract Fee	The Annual Contract Fee shall be either a. or b. a. a single, flat dollar amount – For example: [$50[1]] [[1]Prior to the Annuity Commencement Date, when the Annual Contract Fee is to be assed, if the sum of all of your Investment Accounts exceed [$100,000], the Annual Contract Fee may be waived.] WHERE the range of values are: Annual Contract Fee: $10 - $50 Waiver Footnote: Sum of Investment Accounts: $10,000 - $250,000. The waiver may be entirely deleted on a uniform and non-discriminatory basis. OR b. a banded fee schedule. When an owner elects to receive confirmations electronically, a reduced Annual Contract Fee will apply due to the decreased administrative expenses associated with such a contract. The submitted John Doe Specifications Pages form illustrates a banded fee schedule. The Annual Contract Fee will range as follows: ▪ Owner Elects Electronic Delivery of Financial Transaction Confirmations: $0 - $20 ▪ Electronic Delivery of Financial Transaction Confirmations Is Not Elected by Owner: $30 - $50
Payment Limits	Minimum Additional Payment Amount: $10 - $250. Maximum Amount: $500,000 - $2,500,000
Limitations on Amount of Partial Withdrawals	Minimum Amount of Partial Withdrawal: $100 - $500 Minimum Investment Account Balance: $100 - $500 Minimum Remaining Contract Value: $100 - $2,500

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EE.11

Initial Allocation of Net Payment*	▪ Initial Payment: the amount of the initial Payment made by the Owner. The initial investment account allocation chosen by the Owner from the Available Investment Options will appear. ▪ Dollar Cost Averaging (DCA) Account Investment Options: This provision will appear when a 6 month or 12 month DCA option offered by us is chosen by the owner. The percentage allocated to the chosen DCA option will be listed followed by: o Initial Interest Rate: 1.00% - 12.00%, as determined by the Company on a non-discriminatory basis. o Initial Guarantee Expiration Date: as determined based on the term of the chosen DCA option in relation to the Contract Date. ▪ Variable Investment Options: Variable investment option(s) and percentage allocated to each option as chosen by the owner.
Available Investment Options	Variable Account: The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Page) may vary based on the Separate Account offered by us for the product. We may add or delete or rename investment options at any time as permitted by applicable law. We may limit the investment options made available in conjunction with certain optional riders.
Optional Riders*	Rider data will appear or not depending on the Owner's election of an available rider. The data included here is variable by class of owner in that should subsequently-approved riders be offered in the future, the data applicable to such rider(s) will appear as described below. We may discontinue new sales of any rider at any time. ▪ Rider title and marketing name of the rider will appear. "Not Elected" will follow the rider title if the Owner does not elect the rider. Rider Date and Fee Percentage items will then be deleted. ▪ Rider Date: Issue date of rider ▪ Rider Fee Percentage: in accordance with the rider fee data applicable to the rider elected, as specified in the Statement of Variability filed for that rider. ▪ Total Asset Fee Percentage: Total of the Rider Fee Percentage and the Contract Asset Fee will appear as applicable to the selected rider. Varies based on the underlying Contract Asset Fee and the Rider Fee.
Maturity Date*	Not later than the 1st of the month following the Annuitant's age 95
Annuity Payments – General Information	The smallest annual rate of return needed so variable annuity payments will not decrease may vary based on the Variable Annuity assumed interest rate and the Contract Asset Fee.

STATEMENT OF VARIABILITY
December, 2011
John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-EE.11

Beneficiary Information*	Beneficiary(ies) information as indicated by the Owner on the application will appear.
Disclosures	This section will appear if the Type of Contract is Qualified.

STATEMENT OF VARIABILITY

December, 2011

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

Application Form: STP.APP.11

Variable items are indicated by brackets [ ].

Items 1, 6, 7, 8, 11 and 12 on the signed application will show only the selection made by the owner/applicant.

Variable Field	Description
Company Logo Address Overnight Mailing Address Phone Number Web Address	May be revised by the Company, as necessary should a change in this company data occur in the future
1. Product	Products may vary by distribution channel. Current products are: • Venture 7 Series • Venture 4 Series • Venture Frontier • Venture Frontier with Flex Access Option • Venture Opportunity A-Series • Venture Opportunity O-Series • Venture EE-Series We may add or delete products at any time
5. eDelivery	The first bracketed section will appear at initial release of this application The second bracketed section will replace the first bracketed section upon completion of modifications to the current eDelivery enrollment process.
6. Ownership Type and Plan Type	<u>Ownership Type</u>: • Individual • Trust • Corporation • UMG/UTMA • Charitable Remainder Trust <u>Plan Type</u>: • Traditional IRA • Roth IRA • SEP IRA • Simple IRA • Inherited/Beneficiary IRA • 403(b) Non-ERISA • 403(b) ERISA • Individual 401(k) • Other We may add or delete types based on federal regulation and the Company's determination as to its target markets.
7. Death Benefit	The description may vary as follows: *If no optional death benefit rider is elected by the owner.* • Standard Death Benefit *If the owner elects the optional death benefit rider*. • Annual Step-Up Death Benefit We may add optional riders approved subsequently or delete an approved optional benefit rider that will no longer be offered.

8. Optional Withdrawal Benefit	The first paragraph may vary as follows based on the elected product: *For Venture Opportunity A-Series, Venture Opportunity O-Series, Venture Opportunity EE-Series products* • Available at time of application and cannot be canceled once elected. Age restrictions apply. Investment restrictions apply *For all other products* • Available at time of application. Once elected, the rider may be canceled only within the 30-day period following an increase in Rider Fee. Age restrictions apply. The description may vary as follows based on the owner's rider election: • Income Plus for Life • Income Plus for Life-Joint Life • Not elected We may add optional riders approved subsequently or delete an approved optional benefit rider that will no longer be offered.
11. Initial Investment Allocations	The Fund Manager and Fund Name of the investment options as initially chosen by the owner from the available investment options, will appear along with the percentage the owner has chosen to allocate to each fund. We may add or delete or rename investment options at any time as permitted by applicable law.
12. Optional Dollar Cost Averaging Instructions	Data as specified by the owner. Source Funds are based on the Initial Investment Allocations elected by the owner. Destination Funds are chosen by the owner from the available investment options
13. California Age 60+ Disclosure	May be revised in accordance with any future changes in California law.
14. Additional State Disclosures	The listing of exception states is bracketed to allow for the addition or deletion of a state that requires a fraud warning notice that differs from the NAIC model notice, based on individual state requirements. The state-specific notice area is also bracketed to allow for the addition or deletion of state-specific fraud warnings or other state-required notices, as state requirements change in the future. The DOMA disclosure appears when the Issue State either recognizes same-sex marriage, civil union or domestic partnership, or requires a DOMA disclosure to be provided. In the event changes in Federal law occur causing this disclosure to no longer be applicable (i.e. DOMA is repealed or declared unconstitutional by the U.S. Supreme Court), this disclosure will not appear

STATEMENT OF VARIABILITY
May, 2011
John Hancock Life Insurance Company (U.S.A.)

Rider Forms
BR003Q.11 and BR003NQ.11 (Single Life versions)
BR004Q.11 and BR004NQ.11 (Joint Life versions)

Variable fields in the above-referenced forms are indicated by brackets [ ].

The Officer's signature may be updated as necessary in the event a change in officer occurs in the future.

Guaranteed Minimum Withdrawal Benefit Specifications	
An asterisk (*) indicates the value for the Variable Field varies based on data specific to the issued Contract. The values for other Variable Fields may differ by class of owner. A class is defined as a group of owners with substantial commonality, such as date of issue, issue age or distribution channel through which the plan is offered. Multiple variations may be available concurrently. For instance, we may offer three pricing options ranging from a low fee/low benefit option, to a high fee/high benefit options, thus giving the client a choice of purchasing the level of protection desired at a price commensurate with the risk. . The value of such variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.	
Variable Fields	**Description**
Covered Person(s)*	The person(s) covered by Rider Single Life versions: oldest Annuitant on the Rider Date Joint Life versions: Annuitant and Co-Annuitant on the Rider Date
Rider Date*	Issue date of the rider
Lifetime Income Date*	Contract Anniversary after the attained age **YY** of the Covered Person (youngest Covered Person, for Joint Life versions) where **YY** will range from age 50 – 75.
Lifetime Income Percentage	Based on the attained age of the Covered Person. Joint Life versions are based on the age of the youngest Covered Person. Age of Covered Person (Youngest Covered Person): Minimum: 50; Maximum 85 Percentage: Minimum 2%; Maximum 10%
Credit Period	A or A and B Where: A is Initial: First [**XX**] Contract Years after the Rider Date B is Subsequent: First [**XX**] Contract Years after any Step-Up but not later than the Contract Anniversary following the [**Covered Person's**] [**YY**] birthday. Where : **XX** will range from 2 – 20 **Covered Person's** will appear as "youngest Covered Person's" in the Joint Life Riders **YY** will range from 75th – 95th

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Credit Percentage	Based on the attained age of the Covered Person (youngest Covered Person for Joint Life versions). Age of Covered Person (or youngest Covered Person): Minimum: 50; Maximum 95 Percentage: Minimum 2%; Maximum 10%
Step-Up Date	**Frequency** may vary as follows: • Every Year • Every **X** years where **X** may vary between 2 and 10 years • Semi-annual • Quarterly The frequency may change after an initial period. **Beginning** may vary as follows: • on the Contract Anniversary following the Rider Date • on the **Y**th Contract Anniversary following the Rider Date where **Y** may vary between 2 and 20 years • on the Rider Date In the event the Frequency changes after an initial period, any subsequent period will begin on the contract anniversary next following the Ending contract anniversary for the prior Frequency. **Ending** may vary as follows: • on the **YY** Contract Anniversary following the Rider Date where **YY** may vary between 2 and 50 • on the Contract Anniversary following the **N**'s **B**th birthday where **N** may be o oldest Owner's or Annuitant's o youngest Owner's or Annuitants o oldest Covered Person's o youngest Covered Person's **B** may be between 60 and 95 • On the **YY** Contract Anniversary following the Rider Date but not beyond the anniversary on or after **N**'s **B**th birthday. Where **YY** may vary between 2 and 50 **N** may be o oldest Owner's or Annuitant's o youngest Owner's or Annuitants o oldest Covered Person's o youngest Covered Person's **B** may be between 60th and 95th
Maximum Benefit Base	$1,000,000 - $20,000,000
Additional Payment Limit	$50,000 - $2,500,000

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BR004Q.11 and BR004NQ.11 (Joint Life versions)

Maximum Additional Payment Age	Applies to forms BR003Q.11 and BR004Q.11 only: age 65 - 81
Rider Fee Percentage	0.50% - 2.00%
Maximum Rider Fee Percentage	0.50% – 2.00%
Rider Fee Guarantee Period	1 year to 5 years
Settlement Limit	$250 - $1,000
Designated Investment Option	We may add or delete investment options at any time, as permitted by applicable law.
Qualifying Designated Investment Option	We may add or delete investment options at any time, as permitted by applicable law.
Reference Value Bank (RVB)	(a) 90% - 95% (b) 75% - 85% (c) 2% - 4% Whole integer: 0, 1, 2, 3, 4, 5, 6, 7, 8,
Target Designated Investment Option Allocation Formula -	Item B (Bottom of Page 10 ; Pg 11 for Joint Life Forms): 1st – 5th
	Target Designated Investment Allocation: (a) 75% - 85% (b) 2% - 4% (c) 10 - 30 (shown as [20] in the Rider); 75% - 85% (shown as [80]% in the Rider) (d) 2% - 4%
Weighted Assumed Equity Allocation Factor (WAEAF)	Investment Options: We may add or delete investment options at any time, as permitted by applicable law. Factor: 10 - 90
Factor (F)	[A] X WAEAF – [B] + RVD X (WAEAF) – [C] / ([D] X WAEAF) Where: A = 10 – 100 B = 300 – 1500 C = 10 – 30 D = 4 - 8

ARKANSAS CERTIFICATION

Rule and Regulation 6
(Variable Annuity Contracts)

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

Form Number(s): VENTURE-EJA.11 et al

On behalf of the John Hancock Life Insurance Company (U.S.A.) (the "Company"), I hereby certify that Rule and Regulation 6 has been reviewed and the Company is in compliance with the provision thereof.

Kathryn Dowdell

Kathryn Dowdell
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 08/25/2011

ARKANSAS CERTIFICATION

John Hancock Life Insurance Company (U.S.A.)
Form Number(s): VENTURE-EJA.11 et al

Having carefully reviewed the above numbered form, we hereby certify, to the best of our knowledge, information and ability, that:

1. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 19;

2. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 49;

3. Said forms are exempt from ACA 23-80-206 (Flesch) due to the fact that such forms are securities, subject to federal regulations and must comply with requirements of the Securities and Exchange Commission.

4. Said form conforms in all aspects to the provisions of ACA 23-79-138 (Consumer Information Notice).

5. Said form contains no provision or provisions previously disapproved or called to our attention by the Insurance Department of Arkansas, except as follows: NONE

Kathryn Dowdell

Kathryn Dowdell
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 08/25/2011

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

Home Office: Bloomfield Hills, MI

This is a legal Contract - read it carefully.

This Contract is issued in consideration of the Payments. John Hancock Life Insurance Company (U.S.A.), a stock company, agrees to pay the benefits of this Contract in accordance with its terms.

Variable Account Provisions

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE ACCOUNT PROVISIONS BEGIN ON PAGE ~~6~~7.

Right to Review

You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to you at any time within [10] days after receipt of the Contract. Within 7 days of receipt of the Contract by us, we will pay the Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments to the Owner.

When the Contract is issued as an individual retirement annuity, during the first 7 days of this [10] day period, we will return the greater of (i) Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments or (ii) sum of all Payments less any Withdrawals.

Signed for the Company at its Main Administration Office in Boston, Massachusetts, on the Contract Date.

[James R. Boyle], President

[Emanuel Alves], Secretary

Flexible Payment Deferred Variable Annuity

Variable Accumulation prior to Annuity Commencement Date
Variable and Fixed Annuity Options
Death Benefit Proceeds Payable prior to Annuity Commencement Date
~~Withdrawal Charge Waiver Benefit~~
Non-Participating

Annuities Service Center:
[P.O. Box 9505 Portsmouth, NH 03802-9505] [1-800-344-1029] [www.jhannuities.com]

Overnight Mailing Address:
[164 Corporate Drive Portsmouth, NH 03801-6815]

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Introduction

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. You allocate Payments among one or more Investment Options. The initial Investment Options are identified on the Specifications Pages. The Contract Value will vary with the investment performance of your Investment Account. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options.

After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable. If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

If the Owner (Annuitant if the Owner is not an individual) dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuities Service Center.

Part 1 Definitions

We And You	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
Accumulation Unit	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
Annuitant	Any individual person or persons whose life is used to determine the duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Pages, unless changed.
Annuities Service Center	Any office designated by us for the receipt of Payments and processing of Owner requests.
Annuity Commencement Date	The date Annuity Payments begin. This date may not be earlier than six months following the Contract Date or later than the Maturity Date.
Annuity Option	The method selected by you for Annuity Payments made by us.
Annuity Payment(s)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
Annuity Unit	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
Beneficiary	The person, persons or entity to whom certain benefits are payable following the death of an Owner, or in certain circumstances, an Annuitant.
Business Day	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
Company	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
Contract Anniversary	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
Contract Date	The date of issue of this Contract as designated on the Specifications Pages.
Contract Value	The total of your Investment Account Values.
Contract Year	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
Contingent Beneficiary	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
~~**Cumulative Value**~~	~~The Contract Value of this Contract plus the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract.~~

Endorsement An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.

Fixed Annuity An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.

Good Order The standard we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Annuities Service Center: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations and Company requirements; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates we may require. We will notify you if an instruction is not in Good Order.

Internal Revenue Code (IRC) The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purpose.

Investment Account An account established by us which represents your interest in an Investment Option prior to the Annuity Commencement Date.

Investment Account Value The value of your investment in an Investment Account.

Investment Options The Subaccount(s) of the Variable Account. The Investment Options available under this Contract at issue are shown on the Specifications Pages.

Maturity Date The latest date on which annuity benefits may commence. It is the date listed on the Specifications Pages, unless changed. In no event shall the Maturity Date be later than age ~~105~~100 of the oldest Annuitant.

Net Payment The Payment less the amount of any sales charge and premium tax, if any, deducted from the Payment.

Net Surrender Value The Surrender Value less any amount withheld by us for income taxes.

Non-Qualified Contracts Contracts which are not issued under Qualified Plans.

Owner The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Pages, unless changed.

Portfolio The investment choices available to the Variable Account.

Payment An amount paid to us by you as consideration for the benefits provided by this Contract.

Qualified Contracts	Contracts issued under Qualified Plans.
Qualified Plans	Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.
Rider	A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.
Separate Account	A segregated account of the Company that is not commingled with our general assets and obligations.
Subaccount(s)	A division of the Variable Account. Each Subaccount is invested in shares of a different Portfolio.
Surrender Value	The Contract Value on any Valuation Date, less, if applicable, any ~~contract fees~~Annual Contract Fee, any ~~rider charges, any~~ Rider Fees, and any deduction for premium taxes or similar taxes~~, and any Withdrawal Charge~~.
Valuation Period	Any period from one Business Day to the next, measured from the time on each such day that the net asset value of each Portfolio is determined.
Variable Account	The Company's Separate Account as shown on the Specifications Pages.
Variable Annuity	An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Subaccounts.
Withdrawal Amount	The amount deducted from the Contract Value when you take a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any ~~contract fees~~Annual Contract Fee, any ~~rider charges~~Rider Fees, any deduction for premium taxes or similar taxes, and any amount for income taxes resulting from the withdrawal~~, and any Withdrawal Charges~~. The Withdrawal Amount may not exceed the Contract Value.
Written Request	A notice provided in a form acceptable to Us based on the type of request and received in Good Order at our Annuities Service Center.

Part 2 Parties to the Contract

Owner

Before the Annuity Commencement Date, the Owner of this Contract shall be the person, persons or entity designated on the Specifications Pages or the latest change filed with us. A co-Owner is not permitted under this Contract if any Owner is an entity. On the Annuity Commencement Date the Annuitant will become the Owner of this Contract, unless the Owner is a trust or custodian. If amounts become payable to the Beneficiary under this Contract, the Beneficiary becomes the Owner of this Contract. Unless indicated otherwise, references to the Owner will also include the co-Owner.

Annuitant

The Annuitant is the person designated as such on the Specifications Pages or the latest change filed with us. If you name more than one Annuitant, the second Annuitant is referred to as the co-Annuitant. Unless indicated otherwise, references to the Annuitant will also include the co-Annuitant.

Beneficiary

The Beneficiary is as designated on the Specifications Pages, unless changed. However, if there is a surviving Owner, that person will be treated as the Beneficiary. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Owner.

Change Of Owner, Annuitant, Beneficiary

Subject to the rights of an irrevocable Beneficiary, you may change the Owner, Annuitant, or Beneficiary by Written Request. Any change will take effect on the date the request is signed. Any change of Owner or Annuitant is subject to our issue age limitations based on age at the date of the change. The Annuitant may not be changed after the Annuity Commencement Date. You need not send us the Contract unless we request it. We will not be liable for any payments or actions we take before the Written Request is received.

The addition of any Owner may result in the resetting of the Guaranteed Minimum Death Benefit to an amount equal to the Contract Value as of the date of such change. For purposes of subsequent calculations of the Guaranteed Minimum Death Benefit, we will treat the Contract Value on the date of the change as a Payment made on that date. In addition, all anniversary values, all Payments made and all amounts deducted in connection with partial withdrawals prior to the date of the addition of the Owner will not be considered in the determination of the Guaranteed Minimum Death Benefit.

The substitution of any Owner will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

(a) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
(c) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
(d) Ownership is transferred to the Owner's spouse following the death of the Owner.

If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.

Assignment

You may assign this Contract, except as otherwise provided~~, at any time prior to the Annuity Commencement Date~~. No assignment will be binding on us unless it is in the form of a Written Request. An assignment will take effect on the date the request is signed. We will not be liable for any payments made or actions we take before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We will not be responsible for the validity of any assignment.

An assignment of the Contract will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. ~~Any Payments made and amounts deducted in connection with partial withdrawals will not be considered in the determination of the Death Benefit, except for the impact of those transactions on the Contract Value.~~ This paragraph will not apply if:

(a) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the assignment is for purposes of a tax qualified exchange.

If this Contract is issued in a Qualified Plan, this Contract is subject to assignment restrictions for Federal Income Tax purposes. In such event, this Contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

Part 3 Payments

General

The Contract is not effective until the Initial Payment is received by us at our Annuities Service Center or such other place designated by us. All Payments under this Contract are payable at our Annuities Service Center or such other place as we may designate.

Payment Limits

The Initial Payment is shown on the Specifications Pages. Each additional Payment must be at least equal to the Minimum Additional Payment Amount shown on the Specifications Pages. If a Payment would cause the ~~Cumulative~~Contract Value on the date of such Payment to exceed the Maximum Amount shown on the Specifications Pages, or the ~~Cumulative~~Contract Value on the date of such Payment already exceeds the Maximum Amount, no additional Payments will be accepted without our prior approval. For purposes of this provision, we will include the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract. Additional limits may apply based on your election of an optional Rider or optional benefit. Any such limits are described in the Rider or on the Specifications Pages.

Upon notice, we have the right to refuse or limit subsequent Payments after the first Contract Year in a manner that is not discriminatory.

Allocation Of Net Payments

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Pages. You may change the allocation of subsequent Net Payments at any time, without charge, by Written Request.

Part 4 Fees and Deductions

Contract Asset Fee

To compensate us for assuming mortality and expense risks, and administration expenses, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Pages. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

Annual Contract Fee

To compensate us for assuming administration expenses, we charge an Annual Contract Fee as set forth on the Specifications Pages. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the value of the Investment Accounts of each Investment Option bears to the Contract Value. If the Contract Value is totally withdrawn on any date other than the Contract Anniversary, we will deduct the total amount of the Annual Contract Fee from the amount paid. After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

Sales Charge

To compensate us for assuming certain distribution expenses, we deduct a Sales Charge from each Payment. The Sales Charge is the applicable Sales Charge percentage set forth on the Specifications Page multiplied by the Payment. The Net Payment will be applied to your Investment Account as described in the Allocation of Net Payments provision in the Payments section.

You may send us written notice in Good Order indicating the total amount of Payments you intend to make during a specified 13-month period (the "Intended Payments"). The Sales Charge percentage applied to any Payments received during the 13-month period will be based on the Intended Payments if that percentage is less than the Sales Charge percentage determined based on the Cumulative Value. If at the end of the 13th month the Intended Payments have not been received, an additional Sales Charge will be determined based on the difference between the Sales Charge determined using the Intended Payments and the Sales Charge determined based on the Cumulative Value. The amount of any additional Sales Charge will be deducted on a pro-rata basis from each variable Investment Option. You may send us written notice of Intended Payments to be made during a subsequent 13-month period. The Sales Charge percentage applied to Payments received during the subsequent 13-month period will be administered as described above.

Taxes

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation due to withdrawals, annuitization or death benefit), or against the Contract Value, Death Benefit proceeds, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we~~, in our sole discretion,~~ determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

Rider Fee(s)

We charge an additional fee to compensate us for the additional benefits provided by any optional benefit riders elected by you. The Rider Fee for each rider you elect is shown on the Specifications Pages or in the Rider. Rider Fees are deducted as described in the applicable benefit Rider issued by us.

Part 5 Variable Account Provisions

Investment Account

We will establish a separate Investment Account for you for each variable Investment Option to which you allocate amounts. The Investment Account represents the number of your Accumulation Units in an Investment Option.

Investment Account Value

The Investment Account Value of an Investment Account is determined by (a) times (b) where:

(a) equals the number of Accumulation Units credited to the Investment Account; and;
(b) equals the value of the appropriate Accumulation Unit.

Accumulation Units

We will credit Net Payments to your Investment Accounts in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Account of the Contract will be determined by dividing the Net Payment allocated to that Investment Account by the Accumulation Unit value for that Investment Account.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Business Day on which such transaction occurs.

Value Of Accumulation Unit

We will determine the Accumulation Unit value for a particular Investment Account for any Business Day by multiplying the Accumulation Unit value for the immediately preceding Business Day by the net investment factor for the Valuation Period for which the value is being determined. The value of an Accumulation Unit may increase, decrease or remain the same from one Business Day to the next.

Net Investment Factor

The net investment factor is an index that measures the investment performance of a Subaccount from one Business Day to the next (" the Valuation Period"). The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net result of:
  (i) the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the current Valuation Period, plus
  (ii) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Subaccount and received during the current Valuation Period; and
(b) is the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the immediately preceding Valuation Period; and
(c) is the Contract Asset Fee shown on the Specifications Pages divided by 365 and multiplied by the number of calendar days in the Valuation Period.

The net investment factor may be greater or less than, or equal to, one.

Addition, Deletion, Substitution Or Restriction Of Investment Options

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Subaccount without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

~~We reserve the right, subject to compliance with applicable law, to establish~~ We may make certain changes that we anticipate would best serve the interest of owners of these or similar contracts or would be appropriate in carrying out the purposes of such contracts. Any changes will be made only to the extent and in the manner permitted by applicable laws. Such changes may include the establishment of additional Subaccounts which would invest in shares of a new Portfolio~~. We also reserve the right to eliminate~~, the elimination of existing Subaccounts, ~~to restrict or prohibit~~the restriction of or prohibition of additional allocations to a Subaccount, ~~to combine~~the combination of Subaccounts or ~~to~~the transfer of assets in a Subaccount to another Separate Account established by us or an affiliated company.~~-~~ In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

Insulation

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account shall not be charged with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

Part 6 Transfers

Transfers Before Annuity Commencement Date

While this Contract is in effect prior to the Annuity Commencement Date, you may transfer amounts among the Investment Accounts of the Contract, subject to the limitations below. Amounts will be canceled from the Investment Accounts from which amounts are transferred and credited to the Investment Account to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

You must transfer at least the Minimum Transfer Amount shown on the Specifications Pages or, if less, the entire amount in the Investment Account each time you make a transfer. If, after the transfer, the amount remaining in the Investment Account from which the transfer is made is less than Minimum Investment Account Value shown on the Specifications Pages, then we will transfer the entire amount instead of the requested amount.

We reserve the right, upon notice, to limit the number of transfers that can be made per Contract Year. Should we limit the number of transfers, such limit will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers Before Annuity Commencement Date section on the Specifications Pages.

We also reserve the right, upon notice, to impose a transaction charge for transfers. Such charge will not exceed the Transfer Charge shown on the Specifications Pages.

Transfers On Or After Annuity Commencement Date

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Subaccount to another. To do this, we will convert the number of variable Annuity Units you hold in the Subaccount from which you are transferring to a number of variable Annuity Units of the Subaccount to which you are transferring so that the next Annuity Payment, if it were made at that time, would be the same amount that it would have been without the transfer. After the transfer, the variable Annuity Payments will reflect changes in the values of your new variable Annuity Units. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply.

We reserve the right, upon notice, to limit the number of transfers that can be made after variable annuity payments have begun. If such a limit is imposed, the number of transfers per Contract Year will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers On Or After Annuity Commencement Date section on the Specifications Pages.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

Deferral, Modification Or Termination Of Transfer Privilege

We reserve the right to defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer charges and limitations are identified above and in the Suspension of Payments provision in the Withdrawals Provisions section.

Part 7 Withdrawal Provisions

Payments Of Withdrawals

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of an Owner, the Annuity Commencement Date or the Maturity Date, by sending us a Written Request. We will pay all withdrawals within seven days of receipt at the Annuities Service Center subject to postponement in certain circumstances, as specified below.

Total Withdrawal

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Net Surrender Value.

Partial Withdrawal

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

Partial withdrawals will reduce the Death Benefit, as described in the Death Benefit section.

Frequency And Amount Of Partial Withdrawals

You may make as many partial withdrawals as you wish. Limitations on the amount of partial withdrawals are as follows.

(a) Any withdrawal from an Investment Account must be at least equal to the Minimum Amount of Partial Withdrawal shown on the Specifications Pages or the entire balance in the Investment Account, if less.
(b) If after the withdrawal, the amount remaining in the Investment Account is less than the Minimum Investment Account Balance shown on the Specifications Pages, then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Account.
(c) If a partial withdrawal reduces the Contract Value to less than the Minimum Remaining Contract Value shown on the Specifications Pages, or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal as a total withdrawal of the Contract Value.

Suspension Of Payments

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Accounts for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

~~Withdrawal Charge~~

~~If a withdrawal is made from the Contract we may assess a Withdrawal Charge against Payments. The amount of the Withdrawal Charge and when it is assessed is discussed below.~~

~~(a) A Free Withdrawal Amount may be withdrawn free of a Withdrawal Charge. The Free Withdrawal Amount is the greater of:~~

~~(i) Earnings, which for purposes of these Withdrawal Charge provisions, means the excess of the Contract Value on the date of withdrawal over the unliquidated Payments; or~~

~~(ii) the excess of a. over b. where~~

~~a. equals 10% times the total Payments; and~~

~~b. equals 100% of all prior partial withdrawals in that Contract Year.~~

~~(b) Amounts will be withdrawn from the Contract in the following order for purposes of calculating the Withdrawal Charge:~~

~~(i) Earnings; then~~

~~(ii) any Free Withdrawal Amount in excess of Earnings; then~~

~~(iii) Payments not previously liquidated, in the order such Payments were received.~~

~~(c) Payments are liquidated when the Withdrawal Amount exceeds Earnings. The amount of Payments liquidated equals~~

~~(i) the lesser of the Withdrawal Amount or the total unliquidated Payments; minus~~

~~(ii) Earnings.~~

~~(d) A total withdrawal will liquidate all unliquidated Payments. Any Payments liquidated may be subject to a Withdrawal Charge based on the length of time the Payment has been in the Contract. The Withdrawal Charge is determined by multiplying the amount of the Payment being liquidated by the applicable Withdrawal Charge percentage obtained from the table shown on the Specifications Pages.~~

~~(e) The total Withdrawal Charge will be the sum of the Withdrawal Charges for the Payments being liquidated.~~

~~Waiver of Withdrawal Charge~~

~~A Withdrawal Charge is not applied if the withdrawal is:~~

~~(a) payment of the Death Benefit; or~~

~~(b) due to the application of the Contract Value to an Annuity Option; or~~

~~(c) taken at the Maturity Date of the Contract; or~~

~~(d) a distribution required to satisfy Federal Income Tax minimum distribution requirements that apply to this Contract; or~~

~~(e) a withdrawal guaranteed under certain riders attached to the Contract, as specified in the rider.~~

Part 8 Death Benefits

Death Benefit Before Annuity Commencement Date

Prior to the Maturity Date or Annuity Commencement Date, if earlier, we will determine the Death Benefit as of the date on which written notice and proof of death and all required claim forms are received in Good Order at the Company's Annuities Service Center as follows:

The Death Benefit will be determined as the greater of the Contract Value or the Guaranteed Minimum Death Benefit.

The Guaranteed Minimum Death Benefit is the sum of all Payments made, less any amount deducted in connection with partial withdrawals. For purposes of calculating the Guaranteed Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Guaranteed Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

We will permit the Owner to limit the Death Benefit option(s) to be offered any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract.

Death benefit distributions prior to the Annuity Commencement Date are governed by Internal Revenue Code Section 72(s). Pursuant to Section 72(s) any reference in this provision to "spouse" means a spouse as defined in federal law.

Death of Annuitant: On the death of the last surviving Annuitant, the Owner becomes the new Annuitant, if the Owner is an individual. If the Owner is not an individual the death of any Annuitant is treated as the death of an Owner and the Death Benefit will be determined by substituting the Annuitant for the Owner as described below.

Death of Owner: We will pay the Death Benefit to the Beneficiary if any Owner dies prior to the Maturity Date or Annuity Commencement Date, if earlier. The Death Benefit may be taken in one sum immediately, in which case the Contract will terminate. If the Death Benefit is not taken in one sum immediately, the Contract will continue subject to the following provisions:

(a) The Beneficiary becomes the Owner.
(b) The excess, if any, of the Death Benefit over the Contract Value will be allocated to and among the Investment Accounts in proportion to their values as of the date on which the Death Benefit is determined.
(c) No additional Payments may be applied to the Contract.
(d) If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:

(i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
(ii) the entire interest in the Contract must be distributed within 5 years of the Owner's Death, or
(iii) as Annuity Payments under one of the options described in the Annuity Options section.

If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed in a lump sum immediately.

(e) If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner, subject to the provisions of Internal Revenue Code Section 72(s). The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

The spouse may also elect distributions under one of the following options:

(i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
(ii) as Annuity Payments under one of the options described in the Annuity Options section.

~~(f) We will waive Withdrawal Charges on any withdrawals.~~

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

Death Benefit On Or After Annuity Commencement Date

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

Proof Of Death

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuities Service Center:

(a) A certified copy of a death certificate;
(b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
(c) Any other proof satisfactory to us.

Part 9 Contract Maturity

Change In Maturity Date

Prior to the Maturity Date, an Owner may make a Written Request to change the Maturity Date. Any extension of the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

Options at Maturity Date

We will send You information about Your available options prior to the Maturity Date. If by the Maturity Date, you do not choose an Annuity Option, make a total withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown on the Specifications Pages and the Annuity Commencement Date is considered to be the Maturity Date.

We will provide variable Annuity Payments unless otherwise elected. You can change the Annuity Option at any time before the Annuity Commencement Date.

Part 10 Annuity Payments

General

The entire Contract Value or the entire amount of the Beneficiary's portion of the Death Benefit may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code section 72(s). Once Annuity Payments commence, the Annuity Option may not be changed.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

We may pay the Contract Value or Death Benefit, on the Annuity Commencement Date in one lump sum if the corresponding monthly income is less than $20.

Variable Annuity Payments

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any of the following, as applicable: Annual Contract Fee, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Pages. We will provide a table of the annuity factors upon Written Request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date. The initial Variable Annuity Payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

Subsequent payments will be based on the investment performance of one or more Subaccounts as you select. The amount of such payments is determined by the number of Annuity Units credited for each Subaccount. Such number is determined by dividing the portion of the first payment allocated to that Subaccount by the Annuity Unit value for that Subaccount determined as of the same date that the Contract Value used to effect Annuity Payments was determined. We then multiply this number of Annuity Units for each Subaccount by the appropriate Annuity Unit value for each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due.

Mortality And Expense Guarantee

We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

Annuity Unit Value

The value of an Annuity Unit for each Subaccount for any Business Day is determined as follows:

(a) The net investment factor for the Subaccount for the Valuation Period ending on the Business Day for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Business Day; and
(b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

Fixed Annuity Payments

We will determine the amount of each Fixed Annuity payment by applying the portion of the Contract Value used to effect a Fixed Annuity measured as of a date not more than 10 business days prior to the Annuity Commencement Date (minus any of the following, as applicable: Annual Contract Fee, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Pages. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

Part 11 Annuity Options

Description Of Annuity Options

Option 1: Life Annuity

a) Life Non-Refund. We will make Annuity Payments during the lifetime of the Annuitant. No payments are due after the death of the Annuitant.

b) Life with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 10-year period.

Option 2: Joint and Survivor Life Annuity

The second Annuitant named shall be referred to as the Co-Annuitant.

a) Joint and Survivor Non-Refund. We will make Annuity Payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the last survivor of the Annuitant and Co-Annuitant.

b) Joint and Survivor with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the 10-year period.

Alternate Annuity Options

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

Part 12 General Provisions

Entire Contract

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract. Statements made in an application that is attached to the Contract shall, in the absence of fraud, be deemed to be representations and not warranties.

Benefits and Values

The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which ~~this~~the Contract is delivered, if required by law.

Modification

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

Claims Of Creditors

All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.

Misstatement And Proof Of Age Or Survival

We may require proof of age or survival of any person upon whose age or survival any Annuity Payments or other benefits provided by this Contract or any Rider attached thereof depend. If the age of the Annuitant has been misstated, the benefits will be those which would have been provided for the correct age. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment adjusted with interest at 3% per annum. We will deduct the amount of any overpayment from future benefit payments without adjustment for interest.

Incontestability

This Contract is not contestable.

Non-Participating

Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

Reports

We provide periodic reports no less frequently than annually without charge, containing ~~the Investment Account Value, the Contract Value and Death Benefit.~~ :

(a) the beginning and end dates of the current report period;
(b) the Contract Value and value of the Investment Account at the beginning and end of the current report period;
(c) the amounts, identified by type, that have been credited or debited to the Investment Account during the current report period; and
(d) the cash surrender value and Death Benefit at the end of the current report period.

The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the delivery of the report. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue. We will provide additional status reports upon request for a charge not to exceed $25 per request.

Currency And Place Of Payments

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuities Service Center or elsewhere if we consent.

Notices And Elections

To be effective, all notices and elections you make under this Contract must be in the form of a Written Request. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuities Service Center, complete with all necessary information.

Governing Law

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Pages.

Section 72(s)

The provisions of this Contract shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

Part 13 Contract Termination

Cancellation For Nonpayment & Minimum Account Value

If, prior to the Annuity Commencement Date, no Payments have been made for two consecutive Contract Years, and if both:

(a) the total Payments made, less any partial withdrawals, are less then $2,000; and
(b) the Contract Value at the end of such two year period is less than $2,000;

we may cancel this Contract and pay you the Contract Value (measured as of the Valuation Period during which the cancellation occurs), less ~~the~~any Annual Contract Fee, any Rider Fees and premium taxes, if applicable.

Other

This Contract will terminate on the earliest of~~-~~:

(a) receipt of your request to withdraw the entire Contract Value;
(b) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum; or
(c) the date the Contract Value reduces to zero, subject to the provisions of any benefit rider attached to this Contract.

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

Home Office: Bloomfield Hills, MI

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

Home Office: Bloomfield Hills, MI

This is a legal Contract - read it carefully.

This Contract is issued in consideration of the Payments. John Hancock Life Insurance Company (U.S.A.), a stock company, agrees to pay the benefits of this Contract in accordance with its terms.

Variable Account Provisions

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE ACCOUNT PROVISIONS BEGIN ON PAGE ~~6~~7.

Right to Review

You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to you at any time within [10] days after receipt of the Contract. Within 7 days of receipt of the Contract by us, we will pay the Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments to the Owner.

When the Contract is issued as an individual retirement annuity, during the first 7 days of this [10] day period, we will return the greater of (i) Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments or (ii) sum of all Payments less any Withdrawals.

Signed for the Company at its Main Administration Office in Boston, Massachusetts, on the Contract Date.

[James R. Boyle], President

[Emanuel Alves], Secretary

Flexible Payment Deferred Variable Annuity

Variable Accumulation prior to Annuity Commencement Date
Variable and Fixed Annuity Options
Death Benefit Proceeds Payable prior to Annuity Commencement Date
Withdrawal Charge Waiver Benefit
Non-Participating

Annuities Service Center:
[P.O. Box 9505 Portsmouth, NH 03802-9505] [1-800-344-1029] [www.jhannuities.com]

Overnight Mailing Address:
[164 Corporate Drive Portsmouth, NH 03801-6815]

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Introduction

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. You allocate Payments among one or more Investment Options. The initial Investment Options are identified on the Specifications Pages. The Contract Value will vary with the investment performance of your Investment Account. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options.

After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable. If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

If the Owner (Annuitant if the Owner is not an individual) dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuities Service Center.

Part 1 Definitions

We And You	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
Accumulation Unit	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
Annuitant	Any individual person or persons whose life is used to determine the duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Pages, unless changed.
Annuities Service Center	Any office designated by us for the receipt of Payments and processing of Owner requests.
Annuity Commencement Date	The date Annuity Payments begin. This date may not be earlier than six months following the Contract Date or later than the Maturity Date.
Annuity Option	The method selected by you for Annuity Payments made by us.
Annuity Payment(s)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
Annuity Unit	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
Beneficiary	The person, persons or entity to whom certain benefits are payable following the death of an Owner, or in certain circumstances, an Annuitant.
Business Day	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
Company	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
Contract Anniversary	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
Contract Date	The date of issue of this Contract as designated on the Specifications Pages.
Contract Value	The total of your Investment Account Values.
Contract Year	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
Contingent Beneficiary	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
~~**Cumulative Value**~~	~~The Contract Value of this Contract plus the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract.~~

Endorsement	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
Fixed Annuity	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
Good Order	The standard we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Annuities Service Center: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations and Company requirements; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates we may require. We will notify you if an instruction is not in Good Order.
Internal Revenue Code (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purpose.
Investment Account	An account established by us which represents your interest in an Investment Option prior to the Annuity Commencement Date.
Investment Account Value	The value of your investment in an Investment Account.
Investment Options	The Subaccount(s) of the Variable Account. The Investment Options available under this Contract at issue are shown on the Specifications Pages.
Maturity Date	The latest date on which annuity benefits may commence. It is the date listed on the Specifications Pages, unless changed. In no event shall the Maturity Date be later than age ~~105~~100 of the oldest Annuitant.
Net Payment	The Payment less the amount of premium tax, if any, deducted from the Payment.
Net Surrender Value	The Surrender Value less any amount withheld by us for income taxes.
Non-Qualified Contracts	Contracts which are not issued under Qualified Plans.
Owner	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Pages, unless changed.
Portfolio	The investment choices available to the Variable Account.
Payment	An amount paid to us by you as consideration for the benefits provided by this Contract.

Qualified Contracts Contracts issued under Qualified Plans.

Qualified Plans Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.

Rider A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.

Separate Account A segregated account of the Company that is not commingled with our general assets and obligations.

Subaccount(s) A division of the Variable Account. Each Subaccount is invested in shares of a different Portfolio.

Surrender Value The Contract Value on any Valuation Date, less, if applicable, any ~~contract fees~~Annual Contract Fee, any ~~rider charges~~Payment Based Charge, any Rider Fees, any Withdrawal Charges and any deduction for premium taxes~~ or similar taxes, and any Withdrawal Charge~~.

Valuation Period Any period from one Business Day to the next, measured from the time on each such day that the net asset value of each Portfolio is determined.

Variable Account The Company's Separate Account as shown on the Specifications Pages.

Variable Annuity An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Subaccounts.

Withdrawal Amount The amount deducted from the Contract Value when you take a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any ~~contract fees~~Annual Contract Fee, any ~~rider charges~~Payment Based Charge, any Rider Fees, any Withdrawal Charges and any deduction for premium taxes or similar taxes, and any amount for income taxes resulting from the withdrawal~~, and any Withdrawal Charges~~. The Withdrawal Amount may not exceed the Contract Value.

Written Request A notice provided in a form acceptable to Us based on the type of request and received in Good Order at our Annuities Service Center.

Part 2 Parties to the Contract

Owner

Before the Annuity Commencement Date, the Owner of this Contract shall be the person, persons or entity designated on the Specifications Pages or the latest change filed with us. A co-Owner is not permitted under this Contract if any Owner is an entity. On the Annuity Commencement Date the Annuitant will become the Owner of this Contract, unless the Owner is a trust or custodian. If amounts become payable to the Beneficiary under this Contract, the Beneficiary becomes the Owner of this Contract. Unless indicated otherwise, references to the Owner will also include the co-Owner.

Annuitant

The Annuitant is the person designated as such on the Specifications Pages or the latest change filed with us. If you name more than one Annuitant, the second Annuitant is referred to as the co-Annuitant. Unless indicated otherwise, references to the Annuitant will also include the co-Annuitant.

Beneficiary

The Beneficiary is as designated on the Specifications Pages, unless changed. However, if there is a surviving Owner, that person will be treated as the Beneficiary. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Owner.

Change Of Owner, Annuitant, Beneficiary

Subject to the rights of an irrevocable Beneficiary, you may change the Owner, Annuitant, or Beneficiary by Written Request. Any change will take effect on the date the request is signed. Any change of Owner or Annuitant is subject to our issue age limitations based on age at the date of the change. The Annuitant may not be changed after the Annuity Commencement Date. You need not send us the Contract unless we request it. We will not be liable for any payments or actions we take before the Written Request is received.

The addition of any Owner may result in the resetting of the Guaranteed Minimum Death Benefit to an amount equal to the Contract Value as of the date of such change. For purposes of subsequent calculations of the Guaranteed Minimum Death Benefit, we will treat the Contract Value on the date of the change as a Payment made on that date. In addition, all anniversary values, all Payments made and all amounts deducted in connection with partial withdrawals prior to the date of the addition of the Owner will not be considered in the determination of the Guaranteed Minimum Death Benefit.

The substitution of any Owner will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

(a) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
(c) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
(d) Ownership is transferred to the Owner's spouse following the death of the Owner.

If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.

Assignment

You may assign this Contract, except as otherwise provided~~, at any time prior to the Annuity Commencement Date~~. No assignment will be binding on us unless it is in the form of a Written Request. An assignment will take effect on the date the request is signed. We will not be liable for any payments made or actions we take before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We will not be responsible for the validity of any assignment.

An assignment of the Contract will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. ~~Any payments made and amounts deducted in connection with partial withdrawals will not be considered in the determination of the Death Benefit, except for the impact of those transactions on the Contract Value.~~ This paragraph will not apply if:

(a) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the assignment is for purposes of a tax qualified exchange.

If this Contract is issued in a Qualified Plan, this Contract is subject to assignment restrictions for Federal Income Tax purposes. In such event, this Contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

Part 3 Payments

General

The Contract is not effective until the Initial Payment is received by us at our Annuities Service Center or such other place designated by us. All Payments under this Contract are payable at our Annuities Service Center or such other place as we may designate.

Payment Limits

The Initial Payment is shown on the Specifications Pages. Each additional Payment must be at least equal to the Minimum Additional Payment Amount shown on the Specifications Pages. If a Payment would cause the ~~Cumulative~~Contract Value on the date of such Payment to exceed the Maximum Amount shown on the Specifications Pages, or the ~~Cumulative~~Contract Value on the date of such Payment already exceeds the Maximum Amount, no additional Payments will be accepted without our prior approval. For purposes of this provision, we will include the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract. Additional limits may apply based on your election of an optional Rider or optional benefit. Any such limits are described in the Rider or on the Specifications Pages.

Upon notice, we have the right to refuse or limit subsequent Payments after the first Contract Year in a manner that is not discriminatory.

Allocation Of Net Payments

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Pages. You may change the allocation of subsequent Net Payments at any time, without charge, by Written Request.

Part 4 Fees and Deductions

Contract Asset Fee

To compensate us for assuming mortality and expense risks, and administration expenses, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Pages. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

Annual Contract Fee

To compensate us for assuming administration expenses, we charge an Annual Contract Fee as set forth on the Specifications Pages. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the value of the Investment Accounts of each Investment Option bears to the Contract Value. If the Contract Value is totally withdrawn on any date other than the Contract Anniversary, we will deduct the total amount of the Annual Contract Fee from the amount paid. After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

Payment Based Charge

To compensate us for assuming certain distribution expenses, we charge a Payment Based Charge. The Payment Based Charge is deducted annually in arrears on the Contract Anniversary after each Payment is made to the Contract. Payments received on the Contract Anniversary shall not incur a Premium Based Charge until the next Contract Anniversary. We withdraw the Payment Based Charge from each Investment Option in the same proportion that the value of the Investment Accounts of each Investment Option bears to the Contract Value.

The Payment Based Charge is calculated separately for each Payment. Each Payment has its own Payment Charge percentage and Charge Period as set forth on the Specifications Pages. Payments received within the first 90 days following the Contract Date are treated as one Payment for purposes of determining the Payment Charge for those Payments. On each Contract Anniversary, the Payment Based Charge is determined by multiplying each Payment still subject to a Payment Charge by the percentage applicable to that Payment as shown in the Specifications Pages Once a percentage is established for a Payment, that percentage will not change during the Charge Period for that Payment, even if additional Payments are made or you make a withdrawal. If an additional Payment brings the total Payments to a new Payment Charge Breakpoint, the percentage for that breakpoint is applied only to the additional Payment. The Payment Based Charge deducted on each Contract Anniversary is the sum of the applicable Payment Based Charge for each Payment.

If the Contract Value is totally withdrawn or applied to an Annuity Option, on any date other than the Contract Anniversary, we will deduct the total amount of the Payment Based Charge for that Contract Year from the amount paid.

Taxes

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation due to withdrawals, annuitization or death benefit), or against the Contract Value, Death Benefit proceeds, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we~~, in our sole description,~~ determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

Rider Fee(s)

We charge an additional fee to compensate us for the additional benefits provided by any optional benefit riders elected by you. The Rider Fee for each rider you elect is shown on the Specifications Pages or in the Rider. Rider Fees are deducted as described in the applicable benefit Rider issued by us.

Part 5 Variable Account Provisions

Investment Account

We will establish a separate Investment Account for you for each variable Investment Option to which you allocate amounts. The Investment Account represents the number of your Accumulation Units in an Investment Option.

Investment Account Value

The Investment Account Value of an Investment Account is determined by (a) times (b) where:

(a) equals the number of Accumulation Units credited to the Investment Account; and;
(b) equals the value of the appropriate Accumulation Unit.

Accumulation Units

We will credit Net Payments to your Investment Accounts in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Account of the Contract will be determined by dividing the Net Payment allocated to that Investment Account by the Accumulation Unit value for that Investment Account.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Business Day on which such transaction occurs.

Value Of Accumulation Unit

We will determine the Accumulation Unit value for a particular Investment Account for any Business Day by multiplying the Accumulation Unit value for the immediately preceding Business Day by the net investment factor for the Valuation Period for which the value is being determined. The value of an Accumulation Unit may increase, decrease or remain the same from one Business Day to the next.

Net Investment Factor

The net investment factor is an index that measures the investment performance of a Subaccount from one Business Day to the next (" the Valuation Period"). The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net result of:

(i) the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the current Valuation Period, plus

(ii) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Subaccount and received during the current Valuation Period; and

(b) is the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the immediately preceding Valuation Period; and

(c) is the Contract Asset Fee shown on the Specifications Pages divided by 365 and multiplied by the number of calendar days in the Valuation Period.

The net investment factor may be greater or less than, or equal to, one.

Addition, Deletion, Substitution Or Restriction Of Investment Options

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Subaccount without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

~~We reserve the right, subject to compliance with applicable law, to establish~~ We may make certain changes that we anticipate would best serve the interest of owners of these or similar contracts or would be appropriate in carrying out the purposes of such contracts. Any changes will be made only to the extent and in the manner permitted by applicable laws. Such changes may include the establishment of additional Subaccounts which would invest in shares of a new Portfolio~~. We also reserve the right to eliminate~~, the elimination of existing Subaccounts, ~~to restrict or prohibit~~the restriction of or prohibition of additional allocations to a Subaccount, ~~to combine~~the combination of Subaccounts or ~~to~~the transfer of assets in a Subaccount to another Separate Account established by us or an affiliated company.~~-~~ In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

Insulation

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account shall not be charged with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

Part 6 Transfers

Transfers Before Annuity Commencement Date

While this Contract is in effect prior to the Annuity Commencement Date, you may transfer amounts among the Investment Accounts of the Contract, subject to the limitations below. Amounts will be canceled from the Investment Accounts from which amounts are transferred and credited to the Investment Account to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

You must transfer at least the Minimum Transfer Amount shown on the Specifications Pages or, if less, the entire amount in the Investment Account each time you make a transfer. If, after the transfer, the amount remaining in the Investment Account from which the transfer is made is less than Minimum Investment Account Value shown on the Specifications Pages, then we will transfer the entire amount instead of the requested amount.

We reserve the right, upon notice, to limit the number of transfers that can be made per Contract Year. Should we limit the number of transfers, such limit will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers Before Annuity Commencement Date section on the Specifications Pages.

We also reserve the right, upon notice, to impose a transaction charge for transfers. Such charge will not exceed the Transfer Charge shown on the Specifications Pages.

Transfers On Or After Annuity Commencement Date

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Subaccount to another. To do this, we will convert the number of variable Annuity Units you hold in the Subaccount from which you are transferring to a number of variable Annuity Units of the Subaccount to which you are transferring so that the next Annuity Payment, if it were made at that time, would be the same amount that it would have been without the transfer. After the transfer, the variable Annuity Payments will reflect changes in the values of your new variable Annuity Units. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply.

We reserve the right, upon notice, to limit the number of transfers that can be made after variable annuity payments have begun. If such a limit is imposed, the number of transfers per Contract Year will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers On Or After Annuity Commencement Date section on the Specifications Pages.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

Deferral, Modification Or Termination Of Transfer Privilege

We reserve the right to defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer charges and limitations are identified above and in the Suspension of Payments provision in the Withdrawals Provisions section.

Part 7 Withdrawal Provisions

Payments Of Withdrawals

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of an Owner, the Annuity Commencement Date or the Maturity Date, by sending us a Written Request. We will pay all withdrawals within seven days of receipt at the Annuities Service Center subject to postponement in certain circumstances, as specified below.

Total Withdrawal

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Net Surrender Value.

Partial Withdrawal

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

Partial withdrawals will reduce the Death Benefit, as described in the Death Benefit section.

Frequency And Amount Of Partial Withdrawals

You may make as many partial withdrawals as you wish. Limitations on the amount of partial withdrawals are as follows.

(a) Any withdrawal from an Investment Account must be at least equal to the Minimum Amount of Partial Withdrawal shown on the Specifications Pages or the entire balance in the Investment Account, if less.
(b) If after the withdrawal, the amount remaining in the Investment Account is less than the Minimum Investment Account Balance shown on the Specifications Pages, then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Account.
(c) If a partial withdrawal reduces the Contract Value to less than the Minimum Remaining Contract Value shown on the Specifications Pages, or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal as a total withdrawal of the Contract Value.

Suspension Of Payments

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Accounts for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

Withdrawal Charge

If a withdrawal is made from the Contract we may assess a Withdrawal Charge against Payments. The amount of the Withdrawal Charge and when it is assessed is discussed below.

(a) A Free Withdrawal Amount may be withdrawn free of a Withdrawal Charge. The Free Withdrawal Amount is the greater of:
   (i) Earnings, which for purposes of these Withdrawal Charge provisions, means the excess of the Contract Value on the date of withdrawal over the unliquidated Payments; or
   (ii) the excess of a. over b. where
      a. equals 10% times the total Payments; and
      b. equals 100% of all prior partial withdrawals in that Contract Year.

(b) Amounts will be withdrawn from the Contract in the following order for purposes of calculating the Withdrawal Charge:
   (i) Earnings; then
   (ii) any Free Withdrawal Amount in excess of Earnings; then
   (iii) Payments not previously liquidated, in the order such Payments were received.

(c) Payments are liquidated when the Withdrawal Amount exceeds Earnings. The amount of Payments liquidated equals
   (i) the lesser of the Withdrawal Amount or the total unliquidated Payments; minus
   (ii) Earnings.

(d) A total withdrawal will liquidate all unliquidated Payments. Any Payments liquidated may be subject to a Withdrawal Charge determined based on the ~~length of time the~~ Payment ~~has been in~~Breakpoint applicable to each Payment at the time such Payment is received and the ~~Contract.~~applicable percentage for the Age of Payment Withdrawn shown on the Specifications Pages. The Withdrawal Charge is determined by multiplying the amount of the Payment being liquidated by the applicable Withdrawal Charge percentage obtained from the table shown on the Specifications Pages.

(e) The total Withdrawal Charge will be the sum of the Withdrawal Charges for the Payments being liquidated.

Waiver of Withdrawal Charge

A Withdrawal Charge is not applied if the withdrawal is:

(a) payment of the Death Benefit; or

(b) due to the application of the Contract Value to an Annuity Option; or

(c) taken at the Maturity Date of the Contract; or

(d) a distribution required to satisfy Federal Income Tax minimum distribution requirements that apply to this Contract; or

(e) a withdrawal guaranteed under certain riders attached to the Contract, as specified in the rider.

Part 8 Death Benefits

Death Benefit Before Annuity Commencement Date

Prior to the Maturity Date or Annuity Commencement Date, if earlier, we will determine the Death Benefit as of the date on which written notice and proof of death and all required claim forms are received in Good Order at the Company's Annuities Service Center as follows:

The Death Benefit will be determined as the greater of the Contract Value or the Guaranteed Minimum Death Benefit.

The Guaranteed Minimum Death Benefit is the sum of all Payments made, less any amount deducted in connection with partial withdrawals. For purposes of calculating the Guaranteed Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Guaranteed Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

We will permit the Owner to limit the Death Benefit option(s) to be offered any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract.

Death benefit distributions prior to the Annuity Commencement Date are governed by Internal Revenue Code Section 72(s). Pursuant to Section 72(s) any reference in this provision to "spouse" means a spouse as defined in federal law.

Death of Annuitant: On the death of the last surviving Annuitant, the Owner becomes the new Annuitant, if the Owner is an individual. If the Owner is not an individual the death of any Annuitant is treated as the death of an Owner and the Death Benefit will be determined by substituting the Annuitant for the Owner as described below.

Death of Owner: We will pay the Death Benefit to the Beneficiary if any Owner dies prior to the Maturity Date or Annuity Commencement Date, if earlier. The Death Benefit may be taken in one sum immediately, in which case the Contract will terminate. If the Death Benefit is not taken in one sum immediately, the Contract will continue subject to the following provisions:

(a) The Beneficiary becomes the Owner.
(b) The excess, if any, of the Death Benefit over the Contract Value will be allocated to and among the Investment Accounts in proportion to their values as of the date on which the Death Benefit is determined.
(c) No additional Payments may be applied to the Contract.
(d) If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:

(i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
(ii) the entire interest in the Contract must be distributed within 5 years of the Owner's Death, or
(iii) as Annuity Payments under one of the options described in the Annuity Options section.

If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed in a lump sum immediately.

(e) If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner, subject to the provisions of Internal Revenue Code Section 72(s). The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

The spouse may also elect distributions under one of the following options:

(i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
(ii) as Annuity Payments under one of the options described in the Annuity Options section.

(f) We will waive Withdrawal Charges on any withdrawals.

(g) The Payment Based Charge will not be applied at the payment of the Death Benefit and we will waive any remaining Payment Based Charge if the Contract is continued.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

Death Benefit On Or After Annuity Commencement Date

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

Proof Of Death

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuities Service Center:

(a) A certified copy of a death certificate;
(b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
(c) Any other proof satisfactory to us.

Part 9 Contract Maturity

Change In Maturity Date

Prior to the Maturity Date, an Owner may make a Written Request to change the Maturity Date. Any extension of the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

Options at Maturity Date

We will send You information about Your available options prior to the Maturity Date. If by the Maturity Date, you do not choose an Annuity Option, make a total withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown on the Specifications Pages and the Annuity Commencement Date is considered to be the Maturity Date.

We will provide variable Annuity Payments unless otherwise elected. You can change the Annuity Option at any time before the Annuity Commencement Date.

Part 10 Annuity Payments

General

The entire Contract Value or the entire amount of the Beneficiary's portion of the Death Benefit may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code section 72(s). Once Annuity Payments commence, the Annuity Option may not be changed.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

We may pay the Contract Value or Death Benefit, on the Annuity Commencement Date in one lump sum if the corresponding monthly income is less than $20.

Variable Annuity Payments

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any of the following, as applicable: Annual Contract Fee, Payment Based Charge, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Pages. We will provide a table of the annuity factors upon Written Request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date. The initial Variable Annuity Payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

Subsequent payments will be based on the investment performance of one or more Subaccounts as you select. The amount of such payments is determined by the number of Annuity Units credited for each Subaccount. Such number is determined by dividing the portion of the first payment allocated to that Subaccount by the Annuity Unit value for that Subaccount determined as of the same date that the Contract Value used to effect Annuity Payments was determined. We then multiply this number of Annuity Units for each Subaccount by the appropriate Annuity Unit value for each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due.

Mortality And Expense Guarantee

We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

Annuity Unit Value

The value of an Annuity Unit for each Subaccount for any Business Day is determined as follows:

(a) The net investment factor for the Subaccount for the Valuation Period ending on the Business Day for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Business Day; and
(b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

Fixed Annuity Payments

We will determine the amount of each Fixed Annuity payment by applying the portion of the Contract Value used to effect a Fixed Annuity measured as of a date not more than 10 business days prior to the Annuity Commencement Date (minus any of the following, as applicable: Annual Contract Fee, Payment Based Charge, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Pages. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

Part 11 Annuity Options

Description Of Annuity Options

Option 1: Life Annuity

a) Life Non-Refund. We will make Annuity Payments during the lifetime of the Annuitant. No payments are due after the death of the Annuitant.

b) Life with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 10-year period.

Option 2: Joint and Survivor Life Annuity

The second Annuitant named shall be referred to as the Co-Annuitant.

a) Joint and Survivor Non-Refund. We will make Annuity Payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the last survivor of the Annuitant and Co-Annuitant.

b) Joint and Survivor with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the 10-year period.

Alternate Annuity Options

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

Part 12 General Provisions

Entire Contract

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract. Statements made in an application that is attached to the Contract shall, in the absence of fraud, be deemed to be representations and not warranties.

Benefits and Values

The benefits and values available under this Contract are not less than the minimum required by ~~any~~ the statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which ~~this~~the Contract is delivered, if required by law.

Modification

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

Claims Of Creditors

All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.

Misstatement And Proof Of Age Or Survival

We may require proof of age or survival of any person upon whose age or survival any Annuity Payments or other benefits provided by this Contract or any Rider attached thereof depend. If the age of the Annuitant has been misstated, the benefits will be those which would have been provided for the correct age. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment adjusted with interest at 3% per annum. We will deduct the amount of any overpayment from future benefit payments without adjustment for interest.

Incontestability

This Contract is not contestable.

Non-Participating

Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

Reports

We provide periodic reports no less frequently than annually without charge, containing ~~the Investment Account Value, the Contract Value and Death Benefit.~~ :

(a) the beginning and end dates of the current report period;
(b) the Contract Value and value of the Investment Account at the beginning and end of the current report period;
(c) the amounts, identified by type, that have been credited or debited to the Investment Account during the current report period; and
(d) the cash surrender value and Death Benefit at the end of the current report period.

The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the delivery of the report. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue. We will provide additional status reports upon request for a charge not to exceed $25 per request.

Currency And Place Of Payments

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuities Service Center or elsewhere if we consent.

Notices And Elections

To be effective, all notices and elections you make under this Contract must be in the form of a Written Request. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuities Service Center, complete with all necessary information.

Governing Law

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Pages.

Section 72(s)

The provisions of this Contract shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

Part 13 Contract Termination

Cancellation For Nonpayment & Minimum Account Value

If, prior to the Annuity Commencement Date, no Payments have been made for two consecutive Contract Years, and if both:

(a) the total Payments made, less any partial withdrawals, are less then $2,000; and
(b) the Contract Value at the end of such two year period is less than $2,000;

we may cancel this Contract and pay you the Contract Value (measured as of the Valuation Period during which the cancellation occurs), less the Annual Contract Fee, any Payment Based Charge, any Rider Fees and premium taxes, if applicable.

Other

This Contract will terminate on the earliest of :

(a) receipt of your request to withdraw the entire Contract Value;
(b) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum; or
(c) the date the Contract Value reduces to zero, subject to the provisions of any benefit rider attached to this Contract.

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

Home Office: Bloomfield Hills, MI

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

Home Office: Bloomfield Hills, MI

This is a legal Contract - read it carefully.

This Contract is issued in consideration of the Payments. John Hancock Life Insurance Company (U.S.A.), a stock company, agrees to pay the benefits of this Contract in accordance with its terms.

Variable Account Provisions

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE ACCOUNT PROVISIONS BEGIN ON PAGE 6.

Right to Review

You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to you at any time within [10] days after receipt of the Contract. Within 7 days of receipt of the Contract by us, we will pay the Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments to the Owner.

When the Contract is issued as an individual retirement annuity, during the first 7 days of this [10] day period, we will return the greater of (i) Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments or (ii) sum of all Payments less any Withdrawals.

Signed for the Company at its Main Administration Office in Boston, Massachusetts, on the Contract Date.

[James R. Boyle], President

[Emanuel Alves], Secretary

Flexible Payment Deferred Variable Annuity

Variable Accumulation prior to Annuity Commencement Date
Variable and Fixed Annuity Options
Death Benefit Proceeds Payable prior to Annuity Commencement Date
~~Withdrawal Charge Waiver Benefit~~
Non-Participating

Annuities Service Center:
[P.O. Box 9505 Portsmouth, NH 03802-9505] [1-800-344-1029] [www.jhannuities.com]

Overnight Mailing Address:
[164 Corporate Drive Portsmouth, NH 03801-6815]

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Introduction

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. You allocate Payments among one or more Investment Options. The initial Investment Options are identified on the Specifications Pages. The Contract Value will vary with the investment performance of your Investment Account. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options.

After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable. If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

If the Owner (Annuitant if the Owner is not an individual) dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuities Service Center.

Part 1 Definitions

We And You	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
Accumulation Unit	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
Annuitant	Any individual person or persons whose life is used to determine the duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Pages, unless changed.
Annuities Service Center	Any office designated by us for the receipt of Payments and processing of Owner requests.
Annuity Commencement Date	The date Annuity Payments begin. This date may not be earlier than six months following the Contract Date or later than the Maturity Date.
Annuity Option	The method selected by you for Annuity Payments made by us.
Annuity Payment(s)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
Annuity Unit	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
Beneficiary	The person, persons or entity to whom certain benefits are payable following the death of an Owner, or in certain circumstances, an Annuitant.
Business Day	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
Company	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
Contract Anniversary	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
Contract Date	The date of issue of this Contract as designated on the Specifications Pages.
Contract Value	The total of your Investment Account Values.
Contract Year	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
Contingent Beneficiary	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
~~**Cumulative Value**~~	~~The Contract Value of this Contract plus the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract.~~

Endorsement	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
Fixed Annuity	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
Good Order	The standard we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Annuities Service Center: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations and Company requirements; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates we may require. We will notify you if an instruction is not in Good Order.
Internal Revenue Code (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purpose.
Investment Account	An account established by us which represents your interest in an Investment Option prior to the Annuity Commencement Date.
Investment Account Value	The value of your investment in an Investment Account.
Investment Options	The Subaccount(s) of the Variable Account. The Investment Options available under this Contract at issue are shown on the Specifications Pages.
Maturity Date	The latest date on which annuity benefits may commence. It is the date listed on the Specifications Pages, unless changed. In no event shall the Maturity Date be later than age ~~105~~100 of the oldest Annuitant.
Net Payment	The Payment less the amount of premium tax, if any, deducted from the Payment.
Net Surrender Value	The Surrender Value less any amount withheld by us for income taxes.
Non-Qualified Contracts	Contracts which are not issued under Qualified Plans.
Owner	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Pages, unless changed.
Portfolio	The investment choices available to the Variable Account.
Payment	An amount paid to us by you as consideration for the benefits provided by this Contract.

Qualified Contracts Contracts issued under Qualified Plans.

Qualified Plans Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.

Rider A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.

Separate Account A segregated account of the Company that is not commingled with our general assets and obligations.

Subaccount(s) A division of the Variable Account. Each Subaccount is invested in shares of a different Portfolio.

Surrender Value The Contract Value on any Valuation Date, less, if applicable, any ~~contract fees~~Annual Contract Fee, any ~~rider charges, any~~ Rider Fees, and any deduction for premium taxes or similar taxes~~, and any Withdrawal Charge~~.

Valuation Period Any period from one Business Day to the next, measured from the time on each such day that the net asset value of each Portfolio is determined.

Variable Account The Company's Separate Account as shown on the Specifications Pages.

Variable Annuity An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Subaccounts.

Withdrawal Amount The amount deducted from the Contract Value when you take a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any ~~contract fees~~Annual Contract Fee, any ~~rider charges~~Rider Fees, any deduction for premium taxes or similar taxes, and any amount for income taxes resulting from the withdrawal~~, and any Withdrawal Charges~~. The Withdrawal Amount may not exceed the Contract Value.

Written Request A notice provided in a form acceptable to Us based on the type of request and received in Good Order at our Annuities Service Center.

Part 2 Parties to the Contract

Owner

Before the Annuity Commencement Date, the Owner of this Contract shall be the person, persons or entity designated on the Specifications Pages or the latest change filed with us. A co-Owner is not permitted under this Contract if any Owner is an entity. On the Annuity Commencement Date the Annuitant will become the Owner of this Contract, unless the Owner is a trust or custodian. If amounts become payable to the Beneficiary under this Contract, the Beneficiary becomes the Owner of this Contract. Unless indicated otherwise, references to the Owner will also include the co-Owner.

Annuitant

The Annuitant is the person designated as such on the Specifications Pages or the latest change filed with us. If you name more than one Annuitant, the second Annuitant is referred to as the co-Annuitant. Unless indicated otherwise, references to the Annuitant will also include the co-Annuitant.

Beneficiary

The Beneficiary is as designated on the Specifications Pages, unless changed. However, if there is a surviving Owner, that person will be treated as the Beneficiary. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Owner.

Change Of Owner, Annuitant, Beneficiary

Subject to the rights of an irrevocable Beneficiary, you may change the Owner, Annuitant, or Beneficiary by Written Request. Any change will take effect on the date the request is signed. Any change of Owner or Annuitant is subject to our issue age limitations based on age at the date of the change. The Annuitant may not be changed after the Annuity Commencement Date. You need not send us the Contract unless we request it. We will not be liable for any payments or actions we take before the Written Request is received.

The addition of any Owner may result in the resetting of the Guaranteed Minimum Death Benefit to an amount equal to the Contract Value as of the date of such change. For purposes of subsequent calculations of the Guaranteed Minimum Death Benefit, we will treat the Contract Value on the date of the change as a Payment made on that date. In addition, all anniversary values, all Payments made and all amounts deducted in connection with partial withdrawals prior to the date of the addition of the Owner will not be considered in the determination of the Guaranteed Minimum Death Benefit.

The substitution of any Owner will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

(a) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
(c) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
(d) Ownership is transferred to the Owner's spouse following the death of the Owner.

~~If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.~~

If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.

Assignment

You may assign this Contract, except as otherwise provided~~, at any time prior to the Annuity Commentcement Date~~. No assignment will be binding on us unless it is in the form of a Written Request. An assignment will take effect on the date the request is signed. We will not be liable for any payments made or actions we take before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We will not be responsible for the validity of any assignment.

An assignment of the Contract will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. ~~Any Payments made and amounts deducted in connection with partial withdrawals will not be considered in the determination of the Death Benefit, except for the impact of those transactions on the Contract Value.~~ This paragraph will not apply if:

(a) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
(b) the assignment is for purposes of a tax qualified exchange.

If this Contract is issued in a Qualified Plan, this Contract is subject to assignment restrictions for Federal Income Tax purposes. In such event, this Contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

Part 3 Payments

General

The Contract is not effective until the Initial Payment is received by us at our Annuities Service Center or such other place designated by us. All Payments under this Contract are payable at our Annuities Service Center or such other place as we may designate.

Payment Limits

The Initial Payment is shown on the Specifications Pages. Each additional Payment must be at least equal to the Minimum Additional Payment Amount shown on the Specifications Pages. If a Payment would cause the ~~Cumulative~~Contract Value on the date of such Payment to exceed the Maximum Amount shown on the Specifications Pages, or the ~~Cumulative~~Contract Value on the date of such Payment already exceeds the Maximum Amount, no additional Payments will be accepted without our prior approval. For purposes of this provision, we will include the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract. Additional limits may apply based on your election of an optional Rider or optional benefit. Any such limits are described in the Rider or on the Specifications Pages.

Upon notice, we have the right to refuse or limit subsequent Payments after the first Contract Year in a manner that is not discriminatory.

Allocation Of Net Payments

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Pages. You may change the allocation of subsequent Net Payments at any time, without charge, by Written Request.

Part 4 Fees and Deductions

Contract Asset Fee

To compensate us for assuming mortality and expense risks, and administration expenses, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Pages. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

Annual Contract Fee

To compensate us for assuming administration expenses, we charge an Annual Contract Fee as set forth on the Specifications Pages. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the value of the Investment Accounts of each Investment Option bears to the Contract Value. If the Contract Value is totally withdrawn on any date other than the Contract Anniversary, we will deduct the total amount of the Annual Contract Fee from the amount paid. After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

Taxes

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation due to withdrawals, annuitization or death benefit), or against the Contract Value, Death Benefit proceeds, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we~~, in our sole discretion,~~ determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

Rider Fee(s)

We charge an additional fee to compensate us for the additional benefits provided by any optional benefit riders elected by you. The Rider Fee for each rider you elect is shown on the Specifications Pages or in the Rider. Rider Fees are deducted as described in the applicable benefit Rider issued by us.

Part 5 Variable Account Provisions

Investment Account

We will establish a separate Investment Account for you for each variable Investment Option to which you allocate amounts. The Investment Account represents the number of your Accumulation Units in an Investment Option.

Investment Account Value

The Investment Account Value of an Investment Account is determined by (a) times (b) where:

(a) equals the number of Accumulation Units credited to the Investment Account; and;
(b) equals the value of the appropriate Accumulation Unit.

Accumulation Units

We will credit Net Payments to your Investment Accounts in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Account of the Contract will be determined by dividing the Net Payment allocated to that Investment Account by the Accumulation Unit value for that Investment Account.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Business Day on which such transaction occurs.

Value Of Accumulation Unit

We will determine the Accumulation Unit value for a particular Investment Account for any Business Day by multiplying the Accumulation Unit value for the immediately preceding Business Day by the net investment factor for the Valuation Period for which the value is being determined. The value of an Accumulation Unit may increase, decrease or remain the same from one Business Day to the next.

Net Investment Factor

The net investment factor is an index that measures the investment performance of a Subaccount from one Business Day to the next (" the Valuation Period"). The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net result of:
  (i) the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the current Valuation Period, plus
  (ii) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Subaccount and received during the current Valuation Period; and

(b) is the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the immediately preceding Valuation Period; and

(c) is the Contract Asset Fee shown on the Specifications Pages divided by 365 and multiplied by the number of calendar days in the Valuation Period.

The net investment factor may be greater or less than, or equal to, one.

Addition, Deletion, Substitution Or Restriction Of Investment Options

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Subaccount without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

~~We reserve the right, subject to compliance with applicable law, to establish~~ We may make certain changes that we anticipate would best serve the interest of owners of these or similar contracts or would be appropriate in carrying out the purposes of such contracts. Any changes will be made only to the extent and in the manner permitted by applicable laws. Such changes may include the establishment of additional Subaccounts which would invest in shares of a new Portfolio~~. We also reserve the right to eliminate~~, the elimination of existing Subaccounts, ~~to restrict or prohibit~~the restriction of or prohibition of additional allocations to a Subaccount, ~~to combine~~the combination of Subaccounts or ~~to~~the transfer of assets in a Subaccount to another Separate Account established by us or an affiliated company.~~-~~ In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

Insulation

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account shall not be charged with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

Part 6 Transfers

Transfers Before Annuity Commencement Date

While this Contract is in effect prior to the Annuity Commencement Date, you may transfer amounts among the Investment Accounts of the Contract, subject to the limitations below. Amounts will be canceled from the Investment Accounts from which amounts are transferred and credited to the Investment Account to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

You must transfer at least the Minimum Transfer Amount shown on the Specifications Pages or, if less, the entire amount in the Investment Account each time you make a transfer. If, after the transfer, the amount remaining in the Investment Account from which the transfer is made is less than Minimum Investment Account Value shown on the Specifications Pages, then we will transfer the entire amount instead of the requested amount.

We reserve the right, upon notice, to limit the number of transfers that can be made per Contract Year. Should we limit the number of transfers, such limit will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers Before Annuity Commencement Date section on the Specifications Pages.

We also reserve the right, upon notice, to impose a transaction charge for transfers. Such charge will not exceed the Transfer Charge shown on the Specifications Pages.

Transfers On Or After Annuity Commencement Date

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Subaccount to another. To do this, we will convert the number of variable Annuity Units you hold in the Subaccount from which you are transferring to a number of variable Annuity Units of the Subaccount to which you are transferring so that the next Annuity Payment, if it were made at that time, would be the same amount that it would have been without the transfer. After the transfer, the variable Annuity Payments will reflect changes in the values of your new variable Annuity Units. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply.

We reserve the right, upon notice, to limit the number of transfers that can be made after variable annuity payments have begun. If such a limit is imposed, the number of transfers per Contract Year will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers On Or After Annuity Commencement Date section on the Specifications Pages.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

Deferral, Modification Or Termination Of Transfer Privilege

We reserve the right to defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer charges and limitations are identified above and in the Suspension of Payments provision in the Withdrawals Provisions section.

Part 7 Withdrawal Provisions

Payments Of Withdrawals

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of an Owner, the Annuity Commencement Date or the Maturity Date, by sending us a Written Request. We will pay all withdrawals within seven days of receipt at the Annuities Service Center subject to postponement in certain circumstances, as specified below.

Total Withdrawal

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Net Surrender Value.

Partial Withdrawal

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

Partial withdrawals will reduce the Death Benefit, as described in the Death Benefit section.

Frequency And Amount Of Partial Withdrawals

You may make as many partial withdrawals as you wish. Limitations on the amount of partial withdrawals are as follows.

(a) Any withdrawal from an Investment Account must be at least equal to the Minimum Amount of Partial Withdrawal shown on the Specifications Pages or the entire balance in the Investment Account, if less.
(b) If after the withdrawal, the amount remaining in the Investment Account is less than the Minimum Investment Account Balance shown on the Specifications Pages, then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Account.
(c) If a partial withdrawal reduces the Contract Value to less than the Minimum Remaining Contract Value shown on the Specifications Pages, or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal as a total withdrawal of the Contract Value.

Suspension Of Payments

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Accounts for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

~~Withdrawal Charge~~

~~If a withdrawal is made from the Contract we may assess a Withdrawal Charge against Payments. The amount of the Withdrawal Charge and when it is assessed is discussed below.~~

~~(a) A Free Withdrawal Amount may be withdrawn free of a Withdrawal Charge. The Free Withdrawal Amount is the greater of:~~

~~(i) Earnings, which for purposes of these Withdrawal Charge provisions, means the excess of the Contract Value on the date of withdrawal over the unliquidated Payments; or~~

~~(ii) the excess of a. over b. where~~

~~a. equals 10% times the total Payments; and~~

~~b. equals 100% of all prior partial withdrawals in that Contract Year.~~

~~(b) Amounts will be withdrawn from the Contract in the following order for purposes of calculating the Withdrawal Charge:~~

~~(i) Earnings; then~~

~~(ii) any Free Withdrawal Amount in excess of Earnings; then~~

~~(iii) Payments not previously liquidated, in the order such Payments were received.~~

~~(c) Payments are liquidated when the Withdrawal Amount exceeds Earnings. The amount of Payments liquidated equals~~

~~(i) the lesser of the Withdrawal Amount or the total unliquidated Payments; minus~~

~~(ii) Earnings.~~

~~(d) A total withdrawal will liquidate all unliquidated Payments. Any Payments liquidated may be subject to a Withdrawal Charge based on the length of time the Payment has been in the Contract. The Withdrawal Charge is determined by multiplying the amount of the Payment being liquidated by the applicable Withdrawal Charge percentage obtained from the table shown on the Specifications Pages.~~

~~(e) The total Withdrawal Charge will be the sum of the Withdrawal Charges for the Payments being liquidated.~~

~~Waiver of Withdrawal Charge~~

~~A Withdrawal Charge is not applied if the withdrawal is:~~

~~(a) payment of the Death Benefit; or~~

~~(b) due to the application of the Contract Value to an Annuity Option; or~~

~~(c) taken at the Maturity Date of the Contract; or~~

~~(d) a distribution required to satisfy Federal Income Tax minimum distribution requirements that apply to this Contract; or~~

~~(e) a withdrawal guaranteed under certain riders attached to the Contract, as specified in the rider.~~

Part 8 Death Benefits

Death Benefit Before Annuity Commencement Date

Prior to the Maturity Date or Annuity Commencement Date, if earlier, we will determine the Death Benefit as of the date on which written notice and proof of death and all required claim forms are received in Good Order at the Company's Annuities Service Center as follows:

The Death Benefit will be determined as the greater of the Contract Value or the Guaranteed Minimum Death Benefit.

The Guaranteed Minimum Death Benefit is the sum of all Payments made, less any amount deducted in connection with partial withdrawals. For purposes of calculating the Guaranteed Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Guaranteed Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

We will permit the Owner to limit the Death Benefit option(s) to be offered any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract.

Death benefit distributions prior to the Annuity Commencement Date are governed by Internal Revenue Code Section 72(s). Pursuant to Section 72(s) any reference in this provision to "spouse" means a spouse as defined in federal law.

Death of Annuitant: On the death of the last surviving Annuitant, the Owner becomes the new Annuitant, if the Owner is an individual. If the Owner is not an individual the death of any Annuitant is treated as the death of an Owner and the Death Benefit will be determined by substituting the Annuitant for the Owner as described below.

Death of Owner: We will pay the Death Benefit to the Beneficiary if any Owner dies prior to the Maturity Date or Annuity Commencement Date, if earlier. The Death Benefit may be taken in one sum immediately, in which case the Contract will terminate. If the Death Benefit is not taken in one sum immediately, the Contract will continue subject to the following provisions:

(a) The Beneficiary becomes the Owner.
(b) The excess, if any, of the Death Benefit over the Contract Value will be allocated to and among the Investment Accounts in proportion to their values as of the date on which the Death Benefit is determined.
(c) No additional Payments may be applied to the Contract.
(d) If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:

(i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
(ii) the entire interest in the Contract must be distributed within 5 years of the Owner's Death, or
(iii) as Annuity Payments under one of the options described in the Annuity Options section.

If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed in a lump sum immediately.

(e) If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner, subject to the provisions of Internal Revenue Code Section 72(s). The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

The spouse may also elect distributions under one of the following options:

(i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
(ii) as Annuity Payments under one of the options described in the Annuity Options section.

~~(f) We will waive Withdrawal Charges on any withdrawals.~~

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

Death Benefit On Or After Annuity Commencement Date

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

Proof Of Death

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuities Service Center:

(a) A certified copy of a death certificate;
(b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
(c) Any other proof satisfactory to us.

Part 9 Contract Maturity

Change In Maturity Date

Prior to the Maturity Date, an Owner may make a Written Request to change the Maturity Date. Any extension of the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

Options at Maturity Date

We will send You information about Your available options prior to the Maturity Date. If by the Maturity Date, you do not choose an Annuity Option, make a total withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown on the Specifications Pages and the Annuity Commencement Date is considered to be the Maturity Date.

We will provide variable Annuity Payments unless otherwise elected. You can change the Annuity Option at any time before the Annuity Commencement Date.

Part 10 Annuity Payments

General

The entire Contract Value or the entire amount of the Beneficiary's portion of the Death Benefit may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code section 72(s). Once Annuity Payments commence, the Annuity Option may not be changed.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

We may pay the Contract Value or Death Benefit, on the Annuity Commencement Date in one lump sum if the corresponding monthly income is less than $20.

Variable Annuity Payments

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any of the following, as applicable: Annual Contract Fee, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Pages. We will provide a table of the annuity factors upon Written Request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date. The initial Variable Annuity Payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

Subsequent payments will be based on the investment performance of one or more Subaccounts as you select. The amount of such payments is determined by the number of Annuity Units credited for each Subaccount. Such number is determined by dividing the portion of the first payment allocated to that Subaccount by the Annuity Unit value for that Subaccount determined as of the same date that the Contract Value used to effect Annuity Payments was determined. We then multiply this number of Annuity Units for each Subaccount by the appropriate Annuity Unit value for each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due.

Mortality And Expense Guarantee

We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

Annuity Unit Value

The value of an Annuity Unit for each Subaccount for any Business Day is determined as follows:

(a) The net investment factor for the Subaccount for the Valuation Period ending on the Business Day for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Business Day; and
(b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

Fixed Annuity Payments

We will determine the amount of each Fixed Annuity payment by applying the portion of the Contract Value used to effect a Fixed Annuity measured as of a date not more than 10 business days prior to the Annuity Commencement Date (minus any of the following, as applicable: Annual Contract Fee, Rider Fees, and premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Pages. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

Part 11 Annuity Options

Description Of Annuity Options

Option 1: Life Annuity

a) Life Non-Refund. We will make Annuity Payments during the lifetime of the Annuitant. No payments are due after the death of the Annuitant.

b) Life with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 10-year period.

Option 2: Joint and Survivor Life Annuity

The second Annuitant named shall be referred to as the Co-Annuitant.

a) Joint and Survivor Non-Refund. We will make Annuity Payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the last survivor of the Annuitant and Co-Annuitant.

b) Joint and Survivor with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the 10-year period.

Alternate Annuity Options

Instead of settlement in accordance with the Annuity Options described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

Part 12 General Provisions

Entire Contract

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract. Statements made in an application that is attached to the Contract shall, in the absence of fraud, be deemed to be representations and not warranties.

Benefits and Values

The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which this Contract is delivered, if required by law.

Modification

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

Claims Of Creditors

All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.

Misstatement And Proof Of Age Or Survival

We may require proof of age or survival of any person upon whose age or survival any Annuity Payments or other benefits provided by this Contract or any Rider attached thereof depend. If the age of the Annuitant has been misstated, the benefits will be those which would have been provided for the correct age. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment adjusted with interest at 3% per annum. We will deduct the amount of any overpayment from future benefit payments without adjustment for interest.

Incontestability

This Contract is not contestable.

Non-Participating

Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

Reports

We provide periodic reports no less frequently than annually without charge, containing ~~the Investment Account Value, the Contract Value and Death Benefit.~~ :

(a) the beginning and end dates of the current report period;
(b) the Contract Value and value of the Investment Account at the beginning and end of the current report period;
(c) the amounts, identified by type, that have been credited or debited to the Investment Account during the current report period; and
(d) the cash surrender value and Death Benefit at the end of the current report period.

The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the delivery of the report. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue. We will provide additional status reports upon request for a charge not to exceed $25 per request.

Currency And Place Of Payments

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuities Service Center or elsewhere if we consent.

Notices And Elections

To be effective, all notices and elections you make under this Contract must be in the form of a Written Request. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuities Service Center, complete with all necessary information.

Governing Law

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Pages.

Section 72(s)

The provisions of this Contract shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

Part 13 Contract Termination

Cancellation For Nonpayment & Minimum Account Value

If, prior to the Annuity Commencement Date, no Payments have been made for two consecutive Contract Years, and if both:

(a) the total Payments made, less any partial withdrawals, are less then $2,000; and
(b) the Contract Value at the end of such two year period is less than $2,000;

we may cancel this Contract and pay you the Contract Value (measured as of the Valuation Period during which the cancellation occurs), less ~~the~~any Annual Contract Fee, any Rider Fees and premium taxes, if applicable.

Other

This Contract will terminate on the earliest of~~-~~:

(a) receipt of your request to withdraw the entire Contract Value;
(b) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum; or
(c) the date the Contract Value reduces to zero, subject to the provisions of any benefit rider attached to this Contract.

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

Home Office: Bloomfield Hills, MI

Specifications Pages

Type of Contract:	[Qualified]	**Contract Date:**	[~~05~~12/01/2011]
Contract Number:	[000000005]	**Issue State:**	[YS]
Owner:	[John X. Doe]	**Owner's Age & Sex:**	[55] [Male]
Annuitant:	[John X. Doe]	**Annuitant's Age & Sex:**	[55] [Male]
[Co-Owner:]	[ ]	**[Co-Owner's Age & Sex:]**	[ ] [ ]
[Co-Annuitant:]	[ ]	**[Co-Annuitant's Age & Sex:]**	[ ] [ ]

Plan [~~VENTURE 7~~ Venture Opportunity A-Series]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee ~~[1.15% years 1-7]~~

~~[1.10% years 8 +]~~[0.80%]

Annual Contract Fee

[Owner Elects Electronic Delivery of Financial Transaction Confirmations]	[Electronic-Delivery of Financial Transaction Confirmations is Not Elected by Owner]
[$0]	[$50]

Sales Charges

Cumulative Value	Sales Charge
[Under $50,000]	[5.50%]
[$50,000 - $99,999]	[4.50%]
[$100,000 - $249,999]	[3.50%]
[$250,000 - $499,999]	[2.50%]
[$500,000 - $999,999]	[2.00%]
[$1,000,000 and over]	[1.00%]

[Cumulative Value means the [greater] of the following amounts as of the date we receive the Payment:]

(a) [The current existing Contract Value of this Contract; or]
(b) [The total of all the Payments in this Contract less any withdrawals.]

Payment Limits

Payment Limits

- Minimum Additional Payment Amount: [$30]
- Maximum Amount: [$1,000,000]

Limits—Transfers and Amount of Partial Withdrawals

Transfer Charges and Limitations—Before Annuity Commencement Date

- Minimum Transfer Amount: $300
- Minimum Investment Account Value: $100
- Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year
- Transfer Charge: the lesser of $25 or 2% of the amount of each transfer in excess of 12 per Contract Year

Transfer Limitations – On or After Annuity Commencement Date

- Minimum Number of Transfers Per Contract Year: 4

Limitations on Amount of Partial Withdrawals

- Minimum Amount of Partial Withdrawal: [$300]
- Minimum Investment Account Balance: [$100]
- Minimum Remaining Contract Value: [$~~300]~~1,000]

~~Withdrawals Charges~~

~~**Table of Withdrawal Charges**~~

~~Number of Complete Years Payment has been in Contract~~	~~Withdrawal Charge Percentage~~
~~[0]~~	~~[8%]~~
~~[1]~~	~~[7%]~~
~~[2]~~	~~[6%]~~
~~[3]~~	~~[5%]~~
~~[4]~~	~~[4%]~~
~~[5]~~	~~[3%]~~
~~[6]~~	~~[2%]~~
~~[7+]~~	~~[0%]~~

~~[Withdrawal Charges will be waived for any contract issued to an employee of the Company, a registered representative or an employee of a broker/dealer that has a selling agreement with the Company or such person's spouse, parents, stepparents, in-laws, siblings, children and stepchildren.]~~

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment [$100,000.00]

[DCA Account Options:]		**[Initial Interest Rate]**	**[Initial Guarantee Period Expires]**
[6 Month DCA Account]	[25.00%]	[1.00%]	[~~11~~05/01/~~2011]~~2012]

Variable Investment Options:

[Lifestyle Balanced PS]	[75.00%]
Total	100.00%

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

[Lifestyle Balanced]
[Lifestyle Balanced PS]
[Lifestyle Conservative]
[Lifestyle Conservative PS]
[Lifestyle Growth]
[Lifestyle Growth PS]
[Lifestyle Moderate]
[Lifestyle Moderate PS]
[Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

[6 Month DCA Account]
[12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [~~05~~12/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage (Contract Asset Fee + Rider Fee):] [1.~~45% years 1-7~~10%] ~~[1.40% years 8+]~~

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [~~05~~12/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date:	[10/25/2051]
Annuity Option:	Life 10-Year Certain
Annuity Payments — General Information	The rates for Annuity Payments are determined based on: • Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend • Fixed Annuity Payment Interest Rate: 1.00% interest per year • Variable Annuity Payment Assumed Interest Rate: 1.00% The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee. For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [~~2.17~~1.81%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]

Specifications Pages

Type of Contract:	[Qualified]	**Contract Date:**	[~~05~~12/01/2011]
Contract Number:	[000000005]	**Issue State:**	[YS]
Owner:	[John X. Doe]	**Owner's Age & Sex:**	[55] [Male]
Annuitant:	[John X. Doe]	**Annuitant's Age & Sex:**	[55] [Male]
[Co-Owner:]	[ ]	**[Co-Owner's Age & Sex:]**	[ ] [ ]
[Co-Annuitant:]	[ ]	**[Co-Annuitant's Age & Sex:]**	[ ] [ ]

Plan [~~VENTURE 7~~ Venture Opportunity O-Series]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee ~~[1.15% years 1-7]~~ ~~[1.10% years 8 +]~~[0.85%]

Annual Contract Fee

[Owner Elects Electronic Delivery of Financial Transaction Confirmations]	[Electronic-Delivery of Financial Transaction Confirmations is Not Elected by Owner]
[$0]	[$50]

Payment Based Charge

Payment Amount Breakpoint	Percentage on Each Contract Anniversary	Total Percentage for Charge Period
[Less than $50,000]	[0.714%]	[5.00%]
[$50,000 to $99,999]	[0.643%]	[4.50%]
[$100,000 to $249,999]	[0.500%]	[3.50%]
[$250,000 to $499,999]	[0.375%]	[2.50%]
[$500,000 to $999,999]	[0.286%]	[2.00%]
[$1,000,000 and above]	[0.179%]	[1.25%]

Charge Period: the [7] year period beginning on the date a Payment is allocated to the Contract

Withdrawal Charges

	Age of Payment When Withdrawn						
Payment Breakpoint	1	2	3	4	5	6	7
[Less than $50,000]	[5%]	[5%]	[4%]	[4%]	[3%]	[3%]	[2%]
[$50,000 to $99,999]	[5%]	[4%]	[4%]	[3%]	[3%]	[2%]	[2%]
[$100,000 to $249,999]	[4%]	[3%]	[3%]	[2%]	[2%]	[2%]	[1%]
[$250,000 to $499,999]	[3%]	[2%]	[2%]	[2%]	[1%]	[1%]	[1%]
[$500,000 to $999,999]	[2%]	[2%]	[2%]	[1%]	[1%]	[1%]	[1%]
[$1,000,000 and above]	[2%]	[2%]	[1%]	[1%]	[1%]	[1%]	[1%]

Payment Limits

Payment Limits

- Minimum Additional Payment Amount: [$30]
- Maximum Amount: [$1,000,000]

Limits—Transfers and Amount of Partial Withdrawals

Transfer Charges and Limitations—Before Annuity Commencement Date

- Minimum Transfer Amount: $300
- Minimum Investment Account Value: $100
- Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year
- Transfer Charge: the lesser of $25 or 2% of the amount of each transfer in excess of 12 per Contract Year

Transfer Limitations – On or After Annuity Commencement Date

- Minimum Number of Transfers Per Contract Year: 4

Limitations on Amount of Partial Withdrawals

- Minimum Amount of Partial Withdrawal: [$300]
- Minimum Investment Account Balance: [$100]
- Minimum Remaining Contract Value: [$~~300]~~1,000]

~~Withdrawals Charges~~

~~**Table of Withdrawal Charges**~~

~~Number of Complete Years Payment has been in Contract~~	~~Withdrawal Charge Percentage~~
~~[0]~~	~~[8%]~~
~~[1]~~	~~[7%]~~
~~[2]~~	~~[6%]~~
~~[3]~~	~~[5%]~~
~~[4]~~	~~[4%]~~
~~[5]~~	~~[3%]~~
~~[6]~~	~~[2%]~~
~~[7+]~~	~~[0%]~~

~~[Withdrawal Charges will be waived for any contract issued to an employee of the Company, a registered representative or an employee of a broker/dealer that has a selling agreement with the Company or such person's spouse, parents, stepparents, in-laws, siblings, children and stepchildren.]~~

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment		[$100,000.00]	
[DCA Account Options:]		**[Initial Interest Rate]**	**[Initial Guarantee Period Expires]**
[6 Month DCA Account]	[25.00%]	[1.00%]	[~~11~~05/01/~~2011~~]2012]
Variable Investment Options:			
[Lifestyle Balanced PS]	[75.00%]		
Total	100.00%		

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

[Lifestyle Balanced]
[Lifestyle Balanced PS]
[Lifestyle Conservative]
[Lifestyle Conservative PS]
[Lifestyle Growth]
[Lifestyle Growth PS]
[Lifestyle Moderate]
[Lifestyle Moderate PS]
[Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

[6 Month DCA Account]
[12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [~~05~~12/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage (Contract Asset Fee + Rider Fee):] [1.~~45% years 1-7~~15%] ~~[1.40% years 8+]~~

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [~~05~~12/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date:	[10/25/2051]
Annuity Option:	Life 10-Year Certain
Annuity Payments — General Information	The rates for Annuity Payments are determined based on: • Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend • Fixed Annuity Payment Interest Rate: 1.00% interest per year • Variable Annuity Payment Assumed Interest Rate: 1.00% The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee. For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [~~2.17~~1.87%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]

Specifications Pages

Type of Contract:	[Qualified]	**Contract Date:**	[~~05~~12/01/2011]
Contract Number:	[000000005]	**Issue State:**	[YS]
Owner:	[John X. Doe]	**Owner's Age & Sex:**	[55] [Male]
Annuitant:	[John X. Doe]	**Annuitant's Age & Sex:**	[55] [Male]
[Co-Owner:]	[ ]	**[Co-Owner's Age & Sex:]**	[ ] [ ]
[Co-Annuitant:]	[ ]	**[Co-Annuitant's Age & Sex:]**	[ ] [ ]

Plan [~~VENTURE 7~~ Venture EE-Series]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee ~~[1.15% years 1-7]~~ ~~[1.10% years 8 +]~~[0.80%]

Annual Contract Fee

[Owner Elects Electronic Delivery of Financial Transaction Confirmations]	[Electronic-Delivery of Financial Transaction Confirmations is Not Elected by Owner]
[$0]	[$50]

Payment Limits

Payment Limits

- Minimum Additional Payment Amount: [$30]
- Maximum Amount: [$1,000,000]

Limits—Transfers and Amount of Partial Withdrawals

Transfer Charges and Limitations—Before Annuity Commencement Date

- Minimum Transfer Amount: $300
- Minimum Investment Account Value: $100
- Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year
- Transfer Charge: the lesser of $25 or 2% of the amount of each transfer in excess of 12 per Contract Year

Transfer Limitations – On or After Annuity Commencement Date

- Minimum Number of Transfers Per Contract Year: 4

Limitations on Amount of Partial Withdrawals

- Minimum Amount of Partial Withdrawal: [$300]
- Minimum Investment Account Balance: [$100]
- Minimum Remaining Contract Value: [$~~300]~~1,000]

~~Withdrawals Charges~~

~~**Table of Withdrawal Charges**~~

~~Number of Complete Years Payment has been in Contract~~	~~Withdrawal Charge Percentage~~
~~[0]~~	~~[8%]~~
~~[1]~~	~~[7%]~~
~~[2]~~	~~[6%]~~
~~[3]~~	~~[5%]~~
~~[4]~~	~~[4%]~~
~~[5]~~	~~[3%]~~
~~[6]~~	~~[2%]~~
~~[7+]~~	~~[0%]~~

~~[Withdrawal Charges will be waived for any contract issued to an employee of the Company, a registered representative or an employee of a broker/dealer that has a selling agreement with the Company or such person's spouse, parents, stepparents, in-laws, siblings, children and stepchildren.]~~

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment [$100,000.00]

[DCA Account Options:]		**[Initial Interest Rate]**	**[Initial Guarantee Period Expires]**
[6 Month DCA Account]	[25.00%]	[1.00%]	[~~11~~05/01/~~2011]~~2012]

Variable Investment Options:

[Lifestyle Balanced PS]	[75.00%]
Total	100.00%

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

[Lifestyle Balanced]
[Lifestyle Balanced PS]
[Lifestyle Conservative]
[Lifestyle Conservative PS]
[Lifestyle Growth]
[Lifestyle Growth PS]
[Lifestyle Moderate]
[Lifestyle Moderate PS]
[Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

[6 Month DCA Account]
[12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [~~05~~12/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage (Contract Asset Fee + Rider Fee):] [1.~~45% years 1-7~~10%] ~~[1.40% years 8+]~~

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [~~05~~12/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date:	[10/25/2051]
Annuity Option:	Life 10-Year Certain
Annuity Payments — General Information	The rates for Annuity Payments are determined based on: • Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend • Fixed Annuity Payment Interest Rate: 1.00% interest per year • Variable Annuity Payment Assumed Interest Rate: 1.00% The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee. For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [~~2.17~~1.81%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]

Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached~~, including applicable Qualified Plan provisions added by Endorsement~~.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of the Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Additional Payment	Any Payment received after the initial Payment.
Benefit Base	The amount used for purposes of calculating the Lifetime Income Amount under this Rider. **The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.**
Covered Person	The person named in the Guaranteed Minimum Withdrawal Benefit Specifications whose life is used to determine the duration of the LIA payments. If the named Covered Person is deceased or is no longer the Annuitant of the Contract, the Rider will terminate.
Designated Investment Option	An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.
Excess Withdrawal Amount	The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. **Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.**
Lifetime Income Amount (LIA)	The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of the Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the Covered Person or upon a change in Annuitant that removes the Covered Person from the Contract as an Annuitant.
Lifetime Income Date	The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process	A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.
Qualifying Designated Investment Option	An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.
Withdrawal Amount	The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges. ~~.~~

The Death Benefit provided by the Contract is also reduced by ~~withdrawals~~ Withdrawals under this Rider. Withdrawals during a Contract Year prior to the Lifetime Income Date will reduce the Death Benefit ~~as described in~~on a pro-rata basis. After the Lifetime Income Date, Withdrawals during a Contract Year that are less than or ~~in any applicable~~equal to the Lifetime Income Amount will reduce the Death Benefit ~~rider~~on a dollar-for-dollar basis. Withdrawals during the Contract Year that exceed the Lifetime Income Amount will reduce the Death Benefit on a pro-rata basis in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to the deduction of the Excess Withdrawal Amount.

Notwithstanding the above, if you limit all Withdrawals during a Contract Year after the Lifetime Income Date to the Life Expectancy Distributions elected under an automatic distribution program provided by us, the Withdrawals will reduce the Death Benefit on a dollar-for-dollar basis. (See the "Life Expectancy Distributions" provision.)

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments
No Additional Payment will be accepted, without our prior approval, on or after the first Contract Anniversary following the Rider Date that either:

(a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
(b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

(a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
(b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit
For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

(a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
(b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up
If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date
Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date
We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

(a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
(b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

(a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
(b) are paid to the Owner:
    (i) pursuant to Internal Revenue Code ("Code") Section 72(q)(2)(D) upon the request of the Owner ("Pre-59 ½ Distributions"); or
    (ii) pursuant to Code Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions").

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

(a) the LIA, , or
(b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of the Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than $20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal.

Effect Of Payment Of Death Benefit

If the Contract's Death Benefit is paid while this Rider is in effect, and if the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract, the following will determine whether this Rider continues or terminates:

(a) If the deceased Owner (Annuitant if the Owner is not an individual) was the Covered Person, the Rider will terminate.

(b) If the deceased Owner (Annuitant if the Owner is not an individual) is not the Covered Person and the Covered Person remains the Annuitant on the Contract, the Rider will continue. In such instance, anniversaries of the date the Death Benefit was determined will be used instead of the original Contract Anniversary Dates to compare total Withdrawal Amounts to the LIA.

If the Rider continues, under b) above, the Rider Fee will continue (See the "Rider Fee" provision). If the Rider continues, the Benefit Base will automatically Step-Up if the Death Benefit on the date the Death Benefit was determined was greater than the Benefit Base on that date. (See the "Calculation of Benefit Base - Step-Up" provision.)

The Beneficiary is eligible for any remaining Credits and any Step-Ups. However, any such remaining Credits will be calculated and applied on future anniversaries of the date the Death Benefit was determined instead of the original Contract Anniversary Dates. Remaining eligible Step-Up Dates will also be measured beginning from the date the Death Benefit was determined. The latest Step-Up Date, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, as measured beginning from the Rider Date, is still applicable. When Withdrawals deplete the Contract Value to zero, if the Benefit Base is still greater than zero, then the Rider enters its Settlement Phase. (See the "Settlement Phase" provision above.)

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

If we increase the Rider Fee Percentage, you may refuse to accept the increase and waive all future Step-ups and any Credits that would occur after the initial Credit Period. Refusal to accept the increase is irrevocable and you will not have the ability to opt-in for future Step-ups or Credits. The refusal and waiver described above must be in the form of a Written Request and received in Good Order within 30 days of the effective date of the increase.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your

Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options
We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

LIA with Cash Refund: Under this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

(a) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
(b) the date an Annuity Option commences; or
(c) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
(d) the date there is no longer a Covered Person under this Rider; or
(e) termination of the Contract; or
(f) the date the Owner is changed or the Contract is assigned, unless

- (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
- (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
- (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
- (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or~~.~~
- (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
- (vi) the assignment is for purposes of a tax qualified exchange.~~.~~

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

[ ]

[Secretary]

Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person: [John Doe]

Rider Date: [02/01/2008]

Lifetime Income Date: [01/01/2025]

Lifetime Income Percentage:

Age of Covered Person	Percentage
[59½ ~~- 64~~- 60]	[4.50%]
[61]	[4.60%]
[62]	[4.70%]
[63]	[4.80%]
[64]	[4.90%]
[65 and over]	[5.0%]

Credit Period: Initial: First [10] Contract Years after the Rider Date ~~[~~; or ~~most recent~~
Subsequent: First [10] Contract Years after any Step-~~Up]~~ups but not later than the Contract Anniversary following the Covered Person's [95th] birthday.

Credit Percentage:

Age of Covered Person	Percentage
[64 and under]	[5%]
[65 and over]	[6%]

Step-Up Date:

Frequency	Beginning	Ending
[Every 3 years]	[on the [3rd] Contract Anniversary following the Rider Date.]	[on the [9th] Contract Anniversary following the Rider Date.]
[Every year]	[on the [10th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95th] birthday.]

Maximum Benefit Base: [$5,000,000]

Additional Payment Limit: [$100,000]

Maximum Rider Fee Percentage: [1.50%]

Rider Fee Percentage: [1.00%]
The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.

Rider Fee Guarantee Period [Two Contract Years]

Settlement Limit [$300]

Portfolio Stabilization Process

Designated Investment Option [Bond PS]

Qualifying Designated Investment Option [Ultra Short Term Bond]

Monthly Anniversary The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.

~~Reference (RV)~~Additional Net Payment

~~An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.~~

~~Additional Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional~~Any Net Purchase Payment~~.~~

~~Additional Payments on or~~ received after the ~~Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional~~initial Purchase Payment~~ over any withdrawal since the later of~~.

~~(a)the Lifetime Income Date, or~~

~~(b)the later of:~~

~~(i) the date of an Additional Payment that increased the Reference Value, or~~

~~(ii)The date of a reduction in the Reference Value~~

~~The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.~~

Reference (RV)

An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.

Additional Net Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Net Payment.

Additional Net Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Net Payment over any withdrawal since the later of

(a) the Lifetime Income Date, or

(b) the later of:

(i) the date of an Additional Net Payment that increased the Reference Value, or

(ii) The date of a reduction in the Reference Value

The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all

withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

Reference Value Band (RVB)

A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where:

(a) Is the minimum of the Contract Value or [92.5]% of the Reference Value;
(b) Is the minimum of the Contract Value or [80]% of the Reference Value; and
(c) Is [2.5]% of the Reference Value

The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a;
(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a;
(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and
(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:

(a) Is the minimum of the Contract Value or [80]% of RV
(b) Is RVB multiplied by [2.5]% of RV
(c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
(d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	**Assumed Equity Allocation Factor**
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times \mathrm{WAEAF} - [540] + \mathrm{RVB} \times (\mathrm{WAEAF} - [20])}{[5] \times \mathrm{WAEAF}}$$

Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of the Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Additional Payment	Any Payment received after the initial Payment.
Benefit Base	The amount used for purposes of calculating the Lifetime Income Amount under this Rider. **The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.**
Covered Person	The person named in the Guaranteed Minimum Withdrawal Benefit Specifications whose life is used to determine the duration of the LIA payments. If the named Covered Person is deceased or is no longer the Annuitant of the Contract, the Rider will terminate.
Designated Investment Option	An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.
Excess Withdrawal Amount	The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. **Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.**
Lifetime Income Amount (LIA)	The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of the Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the Covered Person or upon a change in Annuitant that removes the Covered Person from the Contract as an Annuitant.
Lifetime Income Date	The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process	A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.
Qualifying Designated Investment Option	An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.
Withdrawal Amount	The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges. ~~.~~

The Death Benefit provided by the Contract is also reduced by ~~withdrawals~~ Withdrawals under this Rider. Withdrawals during a Contract Year prior to the Lifetime Income Date will reduce the Death Benefit ~~as described in~~on a pro-rata basis. After the Lifetime Income Date, Withdrawals during a Contract Year that are less than or ~~in any applicable~~equal to the Lifetime Income Amount will reduce the Death Benefit ~~rider~~on a dollar-for-dollar basis. Withdrawals during the Contract Year that exceed the Lifetime Income Amount will reduce the Death Benefit on a pro-rata basis in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to the deduction of the Excess Withdrawal Amount.

Notwithstanding the above, if you limit all Withdrawals during a Contract Year after the Lifetime Income Date to the Life Expectancy Distributions elected under an automatic distribution program provided by us, the Withdrawals will reduce the Death Benefit on a dollar-for-dollar basis. (See the "Life Expectancy Distributions" provision.)

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments
No Additional Payment will be accepted, without our prior approval, on or after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the Covered Person's age 65 that either:

(a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
(b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

In addition to the above restrictions, no Additional Payments will be accepted after the Maximum Additional Payment Age shown in the Guaranteed Minimum Withdrawal Benefit Specifications. These limits on Additional Payments are in addition to any Payment limitations described in your Contract.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

(a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
(b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit
For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

(a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
(b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up
If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date
Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date
We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

(a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
(b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

(a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
(b) are paid to the Owner:
    (i) pursuant to Internal Revenue Code ("Code") Section 72(t)(2)(A)(iv); or
    (ii) as required or contemplated by Code Section 401(a)(9), Section 403(b)(10), Section 408(a)(6), Section 408(b)(3), or Section 408A(c)(5), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
(c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

(a) the LIA, , or
(b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of the Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than $20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal.

Effect Of Payment Of Death Benefit

If the Contract's Death Benefit is paid while this Rider is in effect, and if the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract, the following will determine whether this Rider continues or terminates:

(a) If the deceased Owner (Annuitant if the Owner is not an individual) was the Covered Person, the Rider will terminate.

(b) If the deceased Owner (Annuitant if the Owner is not an individual) is not the Covered Person and the Covered Person remains the Annuitant on the Contract, the Rider will continue. In such instance, anniversaries of the date the Death Benefit was determined will be used instead of the original Contract Anniversary Dates to compare total Withdrawal Amounts to the LIA.

If the Rider continues, under b) above, the Rider Fee will continue (See the "Rider Fee" provision). If the Rider continues, the Benefit Base will automatically Step-Up if the Death Benefit on the date the Death Benefit was determined was greater than the Benefit Base on that date. (See the "Calculation of Benefit Base - Step-Up" provision.)

The Beneficiary is eligible for any remaining Credits and any Step-Ups. However, any such remaining Credits will be calculated and applied on future anniversaries of the date the Death Benefit was determined instead of the original Contract Anniversary Dates. Remaining eligible Step-Up Dates will also be measured beginning from the date the Death Benefit was determined. The latest Step-Up Date, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, as measured beginning from the Rider Date, is still applicable. When Withdrawals deplete the Contract Value to zero, if the Benefit Base is still greater than zero, then the Rider enters its Settlement Phase. (See the "Settlement Phase" provision above.)

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

If we increase the Rider Fee Percentage, you may refuse to accept the increase and waive all future Step-ups and any Credits that would occur after the initial Credit Period. Refusal to accept the increase is irrevocable and you will not have the ability to opt-in for future Step-ups or Credits. The refusal and waiver described above must be in the form of a Written Request and received in Good Order within 30 days of the effective date of the increase.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your

Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options
We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

LIA with Cash Refund: Under this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

(a) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
(b) the date an Annuity Option commences; or
(c) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
(d) the date there is no longer a Covered Person under this Rider; or
(e) termination of the Contract; or
(f) the date the Owner is changed or the Contract is assigned, unless

- (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
- (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
- (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
- (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or~~.~~
- (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
- (vi) the assignment is for purposes of a tax qualified exchange.~~.~~

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

[ ]

[Secretary]

Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person: [John Doe]

Rider Date: [02/01/2008]

Lifetime Income Date: [01/01/2025]

Lifetime Income Percentage:

Age of Covered Person	Percentage
[59½ ~~- 64~~- 60]	[4.50%]
[61]	[4.60%]
[62]	[4.70%]
[63]	[4.80%]
[64]	[4.90%]
[65 and over]	[5.0%]

Credit Period: Initial: First [10] Contract Years after the Rider Date ~~[;~~ or ~~most recent~~
Subsequent: First [10] Contract Years after any Step-~~Up]~~ups but not later than the Contract Anniversary following the Covered Person's [95th] birthday.

Credit Percentage:

Age of Covered Person	Percentage
[64 and under]	[5%]
[65 and over]	[6%]

Step-Up Date:

Frequency	Beginning	Ending
[Every 3 years]	[on the [3rd] Contract Anniversary following the Rider Date.]	[on the [9th] Contract Anniversary following the Rider Date.]
[Every year]	[on the [10th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95th] birthday.]

Maximum Benefit Base: [$5,000,000]

Additional Payment Limit: [$100,000]

Maximum Additional Payment Age~~:~~ On or after the Covered Person's attained age [81]

Maximum Rider Fee Percentage: [1.50%]

Rider Fee Percentage: [1.00%]
The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.

Rider Fee Guarantee Period [Two Contract Years]

Settlement Limit [$300]

Portfolio Stabilization Process

Designated Investment Option [Bond PS]

Qualifying Designated Investment Option [Ultra Short Term Bond]

Monthly Anniversary The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.

~~Reference (RV)~~Additional Net Payment

~~An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.~~

~~Additional Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional~~Any Net Purchase Payment~~.~~

~~Additional Payments on or~~ received after the ~~Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional~~initial Purchase Payment~~ over any withdrawal since the later of~~.

~~(a) the Lifetime Income Date, or~~

~~(b) the later of:~~

~~(i) the date of an Additional Payment that increased the Reference Value, or~~

~~(ii) The date of a reduction in the Reference Value~~

~~The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.~~

Reference (RV)

An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.

Additional Net Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Net Payment.

Additional Net Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Net Payment over any withdrawal since the later of

(a) the Lifetime Income Date, or

(b) the later of:

(i) the date of an Additional Net Payment that increased the Reference Value, or

(ii) The date of a reduction in the Reference Value

The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the

Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

Reference Value Band (RVB)

A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where:

(a) Is the minimum of the Contract Value or [92.5]% of the Reference Value;
(b) Is the minimum of the Contract Value or [80]% of the Reference Value; and
(c) Is [2.5]% of the Reference Value

The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a;
(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a;
(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and
(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:

(a) Is the minimum of the Contract Value or [80]% of RV
(b) Is RVB multiplied by [2.5]% of RV
(c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
(d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	Assumed Equity Allocation Factor
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times \text{WAEAF} - [540] + \text{RVB} \times (\text{WAEAF} - [20])}{[5] \times \text{WAEAF}}$$

Joint Life Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached~~, including applicable Qualified Plan provisions added by Endorsement~~.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of either Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Additional Payment	Any Payment received after the initial Payment.
Benefit Base	The amount used for purposes of calculating the Lifetime Income Amount under this Rider. **The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.**
Covered Persons	The persons named in the Guaranteed Minimum Withdrawal Benefit Specifications whose lives are used to determine the duration of the LIA payments. If both named Covered Persons are deceased or are no longer Annuitants of the Contract, the Rider will terminate.
Designated Investment Option	An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.
Excess Withdrawal Amount	The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. **Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.**
Lifetime Income Amount (LIA)	The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of either Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the last Covered Person or upon a change in Annuitant that removes the last Covered Person from the Contract as an Annuitant.
Lifetime Income Date	The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process	A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.
Qualifying Designated Investment Option	An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.
Withdrawal Amount	The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges. ~~.~~

The Death Benefit provided by the Contract is also reduced by ~~withdrawals~~ Withdrawals under this Rider. Withdrawals during a Contract Year prior to the Lifetime Income Date will reduce the Death Benefit ~~as described in~~on a pro-rata basis. After the Lifetime Income Date, Withdrawals during a Contract Year that are less than or ~~in any applicable~~equal to the Lifetime Income Amount will reduce the Death Benefit ~~rider~~on a dollar-for-dollar basis. Withdrawals during the Contract Year that exceed the Lifetime Income Amount will reduce the Death Benefit on a pro-rata basis in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to the deduction of the Excess Withdrawal Amount.

Notwithstanding the above, if you limit all Withdrawals during a Contract Year after the Lifetime Income Date to the Life Expectancy Distributions elected under an automatic distribution program provided by us, the Withdrawals will reduce the Death Benefit on a dollar-for-dollar basis. (See the "Life Expectancy Distributions" provision.)

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments
No Additional Payment will be accepted, without our prior approval, on or after the first Contract Anniversary following the Rider Date that either:

(a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
(b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

(a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
(b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit
For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

(a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
(b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up
If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date
Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date
We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

(a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
(b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the youngest Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

(a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
(b) are paid to the Owner:
  (i) pursuant to Internal Revenue Code ("Code") Section 72(q)(2)(D) upon the request of the Owner ("Pre-59 ½ Distributions"); or
  (ii) pursuant to codeCode Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions".").

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

(a) the LIA, , or
(b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of either Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than $20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the last Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal.

Effect Of Payment Of Death Benefit

If the last coveredCovered Person dies while this Rider is in effect, this Rider terminates and no further benefits are paid under the Rider.

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

If we increase the Rider Fee Percentage, you may refuse to accept the increase and waive all future Step-ups and any Credits that would occur after the initial Credit Period. Refusal to accept the increase is irrevocable and you will not have the ability to opt-in for future Step-ups or Credits. The refusal and waiver described above must be in the form of a Written Request and received in Good Order within 30 days of the effective date of the increase.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount

will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options
We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

Joint LIA with Cash Refund: This option is available if both Covered Persons remain under the Rider and they are the Annuitant and Co-Annuitant at election of this option. If you electUnder this option, we will make payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. After the death of the surviving Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of
(a) (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) (b) the annual amount determined by applying the Contract Value to a Cash Refund Joint Life Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

LIA with Cash Refund: This option is available if only one Covered Person remains under the Rider and the Covered Person is the Annuitant. If you electUnder this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of
(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

(a) the date of the first Covered Person's death and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
(b) the date of the last Covered Person's death; or
(c) the date an Annuity Option commences; or
(d) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
(e) the date there is no longer a Covered Person under this Rider; or
(f) termination of the Contract; or
(g) the date the Owner is changed or the Contract is assigned, unless
  (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
  (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
  (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or.
  (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
  (vi) the assignment is for purposes of a tax qualified exchange..

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

[ ]

[Secretary]

Joint Life Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person: [John Doe]
[Jane Doe]

Rider Date: [02/01/2008]

Lifetime Income Date: [01/01/2025]

Lifetime Income Percentage:

Age of Youngest Covered Person	Percentage
[59½ ~~—~~- 60]	[4.25%]
[61]	[4.35%]
[62]	[4.45%]
[63]	[4.55%]
[64]	[3.75[4.65%]
[65 and over]	[4.0075%]

Credit Period: Initial: First [10] Contract Years after the Rider Date ~~[;~~ or ~~most recent~~
Subsequent: First [10] Contract Years after any Step-~~Up]~~ups but not later than the Contract Anniversary following the Oldest Covered Person's [95th] birthday.

Credit Percentage:

Age of Youngest Covered Person	Percentage
[64 and under]	[5%]
[65 and over]	[6%]

Step-Up Date:

Frequency	Beginning	Ending
[Every 3 years]	[on the [3rd] Contract Anniversary following the Rider Date.]	[on the [9th] Contract Anniversary following the Rider Date.]
[Every year]	[on the [10th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95th] birthday.]

Maximum Benefit Base: [$5,000,000]

Additional Payment Limit: [$100,000]

Maximum Additional Payment Age: On or after the oldest Covered Person's attained age [81]

Maximum Rider Fee Percentage: [1.50%]

Rider Fee Percentage:	[1.00%] The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.
Rider Fee Guarantee Period	[Two Contract Years]
Settlement Limit	[$300]

Portfolio Stabilization Process

Designated Investment Option [Bond PS]

Qualifying Designated Investment Option [Ultra Short Term Bond]

Monthly Anniversary The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.

~~Reference (RV)~~Additional Net Payment

~~An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.~~

~~Additional Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional~~Any Net Purchase Payment~~.~~

~~Additional Payments on or~~ received after the ~~Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional~~initial Purchase Payment~~ over any withdrawal since the later of~~.

~~(a)the Lifetime Income Date, or~~

~~(b)the later of:~~

~~(i) the date of an Additional Payment that increased the Reference Value, or~~

~~(ii)The date of a reduction in the Reference Value~~

~~The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.~~

Reference (RV)

An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.

Additional Net Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Net Payment.

Additional Net Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Net Payment over any withdrawal since the later of

(a) the Lifetime Income Date, or

(b) the later of:

(i) the date of an Additional Net Payment that increased the Reference Value, or

(ii) The date of a reduction in the Reference Value

The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all

withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

Reference Value Band (RVB)

A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where:

(a) Is the minimum of the Contract Value or [92.5]% of the Reference Value;
(b) Is the minimum of the Contract Value or [80]% of the Reference Value; and
(c) Is [2.5]% of the Reference Value

The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a;
(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a;
(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and
(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:

(a) Is the minimum of the Contract Value or [80]% of RV
(b) Is RVB multiplied by [2.5]% of RV
(c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
(d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	**Assumed Equity Allocation Factor**
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times \mathrm{WAEAF} - [540] + \mathrm{RVB} \times (\mathrm{WAEAF} - [20])}{[5] \times \mathrm{WAEAF}}$$

Joint Life Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of either Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Additional Payment	Any Payment received after the initial Payment.
Benefit Base	The amount used for purposes of calculating the Lifetime Income Amount under this Rider. **The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.**
Covered Persons	The persons named in the Guaranteed Minimum Withdrawal Benefit Specifications whose lives are used to determine the duration of the LIA payments. If both ~~the~~ named Covered Persons are deceased or are no longer Annuitants of the Contract, the Rider will terminate.
Designated Investment Option	An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.
Excess Withdrawal Amount	The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. **Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.**
Lifetime Income Amount (LIA)	The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of either Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the last Covered Person or upon a change in Annuitant that removes the last Covered Person from the Contract as an Annuitant.
Lifetime Income Date	The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process	A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.
Qualifying Designated Investment Option	An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.
Withdrawal Amount	The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges. ~~.~~

The Death Benefit provided by the Contract is also reduced by ~~withdrawals~~ Withdrawals under this Rider. Withdrawals during a Contract Year prior to the Lifetime Income Date will reduce the Death Benefit ~~as described in~~on a pro-rata basis. After the Lifetime Income Date, Withdrawals during a Contract Year that are less than or ~~in any applicable~~equal to the Lifetime Income Amount will reduce the Death Benefit ~~rider~~on a dollar-for-dollar basis. Withdrawals during the Contract Year that exceed the Lifetime Income Amount will reduce the Death Benefit on a pro-rata basis in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to the deduction of the Excess Withdrawal Amount.

Notwithstanding the above, if you limit all Withdrawals during a Contract Year after the Lifetime Income Date to the Life Expectancy Distributions elected under an automatic distribution program provided by us, the Withdrawals will reduce the Death Benefit on a dollar-for-dollar basis. (See the "Life Expectancy Distributions" provision.)

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments

No Additional Payment will be accepted, without our prior approval, on or after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the oldest Covered Person's age 65 that either:

(a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
(b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

In addition to the above restrictions, no Additional Payments will be accepted after the Maximum Additional Payment Age shown in the Guaranteed Minimum Withdrawal Benefit Specifications. These limits on Additional Payments are in addition to any Payment limitations described in your Contract.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

(a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
(b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit

For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

(a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
(b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up
If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date
Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date
We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

(a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
(b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the youngest Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

(a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
(b) are paid to the Owner:
    (i) pursuant to Internal Revenue Code ("Code") Section 72(t)(2)(A)(iv); or
    (ii) as required or contemplated by Code Section 401(a)(9), Section 403(b)(10), Section 408(a)(6), Section 408(b)(3), or Section 408A(c)(5), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
(c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

(a) the LIA, , or
(b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of either Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than $20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the last Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal.

Effect Of Payment Of Death Benefit

If the last coveredCovered Person dies while this Rider is in effect, this Rider terminates and no further benefits are paid under the Rider.

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

If we increase the Rider Fee Percentage, you may refuse to accept the increase and waive all future Step-ups and any Credits that would occur after the initial Credit Period. Refusal to accept the increase is irrevocable and you will not have the ability to opt-in for future Step-ups or Credits. The refusal and waiver described above must be in the form of a Written Request and received in Good Order within 30 days of the effective date of the increase.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount

will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options
We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

Joint LIA with Cash Refund: This option is available if both Covered Persons remain under the Rider and they are the Annuitant and Co-Annuitant at election of this option. If you electUnder this option, we will make payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. After the death of the surviving Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

(a) (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) (b) the annual amount determined by applying the Contract Value to a Cash Refund Joint Life Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

LIA with Cash Refund: This option is available if only one Covered Person remains under the Rider and the Covered Person is the Annuitant. If you elect~~Under~~ this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

(a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
(b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

(a) the date of the first Covered Person's death and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
(b) the date of the last Covered Person's death; or
(c) the date an Annuity Option commences; or
(d) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
(e) the date there is no longer a Covered Person under this Rider; or
(f) termination of the Contract; or
(g) the date the Owner is changed or the Contract is assigned, unless
    (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
    (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
    (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
    (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or.
    (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
    (vi) the assignment is for purposes of a tax qualified exchange..

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

[ ]

[Secretary]

Joint Life Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person: [John Doe]
[Jane Doe]

Rider Date: [02/01/2008]

Lifetime Income Date: [01/01/2025]

Lifetime Income Percentage:

Age of Youngest Covered Person	Percentage
[59½ ~~—~~- 60]	[4.25%]
[61]	[4.35%]
[62]	[4.45%]
[63]	[4.55%]
[64]	[3.75[4.65%]
[65 and over]	[4.0075%]

Credit Period: Initial: First [10] Contract Years after the Rider Date ~~[;~~ or ~~most recent~~
Subsequent: First [10] Contract Years after any Step-~~Up]~~ups but not later than the Contract Anniversary following the Oldest Covered Person's [95th] birthday.

Credit Percentage:

Age of Youngest Covered Person	Percentage
[64 and under]	[5%]
[65 and over]	[6%]

Step-Up Date:

Frequency	Beginning	Ending
[Every 3 years]	[on the [3rd] Contract Anniversary following the Rider Date.]	[on the [9th] Contract Anniversary following the Rider Date.]
[Every year]	[on the [10th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95th] birthday.]

Maximum Benefit Base: [$5,000,000]

Additional Payment Limit: [$100,000]

Maximum Additional Payment Age~~:~~ On or after the oldest Covered Person's attained age [81]

Maximum Rider Fee Percentage: [1.50%]

Rider Fee Percentage: [1.00%]
The Rider Fee Percentage is not guaranteed. We may change it

	after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.
Rider Fee Guarantee Period	[Two Contract Years]
Settlement Limit	[$300]

Portfolio Stabilization Process

Designated Investment Option [Bond PS]

Qualifying Designated Investment Option [Ultra Short Term Bond]

Monthly Anniversary The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.

~~Reference (RV)~~Additional Net Payment

~~An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.~~

~~Additional Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional~~Any Net Purchase Payment~~.~~

~~Additional Payments on or~~ received after the ~~Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional~~initial Purchase Payment~~ over any withdrawal since the later of~~.

~~(a)the Lifetime Income Date, or~~

~~(b)the later of:~~

~~(i) the date of an Additional Payment that increased the Reference Value, or~~

~~(ii)The date of a reduction in the Reference Value~~

~~The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.~~

Reference (RV)

An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.

Additional Net Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Net Payment.

Additional Net Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Net Payment over any withdrawal since the later of

(a) the Lifetime Income Date, or

(b) the later of:

(i) the date of an Additional Net Payment that increased the Reference Value, or

(ii) The date of a reduction in the Reference Value

The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the

Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

Reference Value Band (RVB)

A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where:

(a) Is the minimum of the Contract Value or [92.5]% of the Reference Value;
(b) Is the minimum of the Contract Value or [80]% of the Reference Value; and
(c) Is [2.5]% of the Reference Value

The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a;
(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a;
(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and
(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:

(a) Is the minimum of the Contract Value or [80]% of RV
(b) Is RVB multiplied by [2.5]% of RV
(c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
(d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	Assumed Equity Allocation Factor
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times \text{WAEAF} - [540] + \text{RVB} \times (\text{WAEAF} - [20])}{[5] \times \text{WAEAF}}$$