

SERFF Tracking Number: MNLF-128190259 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number:
Company Tracking Number:
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: DIO Option
Project Name/Number: DIO Option (July 2012)/

Filing at a Glance

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

Product Name: DIO Option SERFF Tr Num: MNLF-128190259 State: Arkansas
TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num:
Variable and Variable Closed
Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Nadia Petri, Vanessa Disposition Date: 05/31/2012
Ruszczuk, Ernest Chan
Date Submitted: 05/25/2012 Disposition Status: Approved-
Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: DIO Option (July 2012) Status of Filing in Domicile: Pending
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small
Group Market Type: Employer Overall Rate Impact:
Filing Status Changed: 05/31/2012
State Status Changed: 05/31/2012 Deemer Date:
Created By: Nadia Petri Submitted By: Nadia Petri
Corresponding Filing Tracking Number:
Filing Description:
State of Arkansas
Department of Insurance
Policy Form Filings
1200 West Third Street
Little Rock, AR 72201-1904

Dear Madam/Sir:

SERFF Tracking Number: MNL-128190259 State: Arkansas
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RE: John Hancock Life Insurance Company (U.S.A.)
Forms: GAC1000(ARA06)(0712) - Group Annuity Contract
GAC1100(457)(0712) - Group Annuity Contract

We are submitting the above mentioned forms for your approval.

- Form GAC1000(ARA06)(0612) is a new form and does not replace any currently approved forms. It is similar to form GAC1000(ARA06)(0311) which was originally approved in its entirety on November 30, 2010 (Serff Filing No. MNL-126864293).
- Form GAC1100(457)(0712) is a new form and does not replace any currently approved forms. It is similar to form GAC1100(457)(0311) which was originally approved in its entirety on November 30, 2010 (Serff Filing No. MNL-126864293).

The forms will be effective on the date of approval. No part of this filing contains any unusual or controversial items that deviate from normal Company or industry standards.

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

These forms have been reformatted and updated to clarify existing provisions, and as part of our ongoing due diligence with respect to our contract. For your convenience, we have underlined the new wording and provided a "Summary of Key Changes". We have also provided a "Contract Use Summary" and "Forms Use Summary" which shows the forms that will be used with the above noted contracts. We certify that no other changes have been made.

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

These forms are being submitted to all states except New York.

Your consideration of this submission is appreciated, and we look forward to receiving the Department's approval. We will be submitting, via EFT, any applicable filing fee.

Regards,

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Nadia Petri, AIRC
 Senior Compliance Analyst - Contracts
 Pension Compliance - Retirement Plan Services
 John Hancock Life Insurance Co. (U.S.A.)
 Tel.: (416) 926-3071 Fax: (416) 852-7166
 E-mail: nadia_petri@jhancock.com
 State Narrative:

Company and Contact

Filing Contact Information

Nadia Petri, Senior Contract Analyst nadia_petri@jhancock.com
 250 Bloor Street East 416-926-3071 [Phone]
 Toronto, ON M4W 1E5 416-852-7166 [FAX]

Filing Company Information

John Hancock Life Insurance Company CoCode: 65838 State of Domicile: Michigan
 (U.S.A.)
 200 Bloor Street East Group Code: 904 Company Type: Lead Company
 Toronto, ON M4W 1E5 Group Name: State ID Number:
 (800) 333-0963 ext. [Phone] FEIN Number: 01-0233346

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$100.00	05/25/2012	59441743

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/31/2012	05/31/2012

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Disposition

Disposition Date: 05/31/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	
Supporting Document	Application	Yes	
Supporting Document	Life & Annuity - Actuarial Memo	No	
Supporting Document	Memorandum of Variability	Yes	
Supporting Document	Redline Copy	Yes	
Supporting Document	Summary of Key Changes	Yes	
Supporting Document	Forms Use Summary	Yes	
Form	Group Annuity Contract	Yes	
Form	Group Annuity Contract	Yes	

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Form Schedule

Lead Form Number: GAC1000(ARA06)(0712)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GAC1000(ARA06)(0712)	Policy/Contract Certificate	Group Annuity Contract	Initial		0.000	GAC1000(ARA06)(0712)clean.pdf
	GAC1100(457)(0712)	Policy/Contract Certificate	Group Annuity Contract	Initial		0.000	GAC1100(457)(0712)clean.pdf



Group Annuity Contract
John Hancock Life Insurance Company (U.S.A.)
A Stock Company
601 Congress Street, Boston, MA, U.S.A., 02210
1-800-333-0963

CONTRACTHOLDER

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

CONTRACT NUMBER

[02] [00000]

CONTRACT EFFECTIVE DATE AND SITUS

[03] [January 1, 2012] at 12:01 a.m. local time at the Contractholder's address. This Contract is delivered in [03a][state] and is subject to its laws.

INVESTMENT OPTIONS AVAILABLE

[04] [Guaranteed Interest Accounts are as described in the Guaranteed Interest Accounts Rider.

THE VALUE OF INVESTMENTS IN THE COMPANY'S GUARANTEED INTEREST ACCOUNTS WILL VARY BASED ON THE MARKET VALUE ADJUSTMENT FORMULA IN THIS CONTRACT. INFORMATION PERTAINING TO THE MARKET VALUE ADJUSTMENT FOR THESE GUARANTEED INTEREST ACCOUNTS CAN BE FOUND IN THE GUARANTEED INTEREST ACCOUNTS RIDER OF THIS CONTRACT.]

Sub-accounts are as described on the appropriate Separate Account Riders that are attached to and form part of this Contract.
THE VALUE OF INVESTMENTS IN THE COMPANY'S SUB-ACCOUNTS WILL INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SUB-ACCOUNTS. THE COMPANY DOES NOT GUARANTEE THESE VALUES. INFORMATION PERTAINING TO THESE SUB-ACCOUNTS CAN BE FOUND IN THE APPROPRIATE SEPARATE ACCOUNT RIDERS ATTACHED TO THIS CONTRACT.

[05] [If a Stable Value Fund Sub-account is selected as an investment option, the Plan is not permitted to have any investment option that is a "Competing Investment Option", either in this Contract or elsewhere. A "Competing Investment Option" is defined in the "Definitions" section of this Contract.]

PLAN

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

PLAN SPONSOR

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

PRODUCT DESCRIPTION

This is an Unallocated Non-Participating Group Annuity Contract.

DATE OF ISSUE

[08] [January 1, 2012]

ISSUER

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

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

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

This Contract is a legal contract between the Contractholder and the Company.

To present inquiries or obtain information about coverage and to provide assistance in resolving complaints, call 1-800-333-0963.

[09]


SPECIMEN
 President


SPECIMEN
 Vice President, Counsel and Secretary

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1. DEFINITIONS

In this Contract, unless the context indicates otherwise:

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

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

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

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

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

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

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

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

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

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

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

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

“**Recurring Contribution**” means any Contribution that is remitted to the Company on an ongoing periodic basis with direction to invest in Sub-Accounts or other Investment Options available under this Contract.

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

“**Separate Account**” means an account which is segregated from the general funds of the Company. Any income, gains or losses whether realized or unrealized, from assets in a Separate Account will be credited to or charged against said account without regard to the other income, gains or losses of the Company. Assets allocated to a Separate Account shall not be chargeable with liabilities arising out of any other business the Company may conduct. The Company owns the assets held in the Separate Accounts and is not a Trustee as to such amounts.

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

“**Transfer Contribution**” means any Contribution that is not a Recurring Contribution.

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

2. CURRENCY

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

3. CONTRIBUTIONS AND ACCOUNTS

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

Contributions remitted to this Contract may be invested only in the Investment Options selected by the Contractholder. The provisions applicable to the Investment Options available under this Contract are found in the [01][Guaranteed Interest Accounts Rider,] [02][Lifetime Income Benefit Rider] [and] appropriate Separate Account Riders attached to this Contract.

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

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

The Company may receive and retain earnings on Contract assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account under the terms of the Contract.

Contributions will be deemed received in accordance with Section 9, Financial Transaction Processing.

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

The Company may refuse future contributions to certain or all Investment Options under this Contract, subject to the provisions of either Section 4, Notice of Change, or Section 8, Discontinuance of Contributions.

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

4. NOTICE OF CHANGE

Subject to the provisions included below, we may, from time to time, propose to:

- i) add to, remove, merge and/or substitute the Investment Options offered under the Contract,
- ii) change the fees, charges or credits under this Contract, or
- iii) make material modifications to the services provided with respect to this Contract.

If any such proposed change is made, we will provide at least [03][60 days] advance written notice to you. Such notice will provide the following information:

- i) a description of the change and the reason for the change,
- ii) any resulting change in fees, charges or credits,
- iii) the effective date of the change,

and such other information as may reasonably be required or requested by you to help you decide whether to accept or reject the change as part of your fiduciary responsibility to the Plan. Such notification may be provided in writing or, if applicable, via a mutually agreed upon electronic medium.

Your failure to object within a reasonable period, as specified in the notice, to any changes proposed by us will be treated as your consent to those changes. In the event that you object to the changes, you may terminate the Contract without penalty, (other than amounts charged to allow recoupment of the start-up costs of the Contract), as that term is interpreted in accordance with Section 408(b)(2) and Reg. Section 2550.408b-2(c) of ERISA. The effective date of the termination will be a date mutually agreed to by you and us, provided that such date allows a reasonable period for you to locate another service provider in place of the Company. This paragraph is intended to be interpreted in a manner that is consistent with the Department of Labor Advisory Opinion 97-16A.

5. CHARGES

Charges are outlined in the Charge Schedule which is part of this Contract. The charges are guaranteed for the first Contract Year. Thereafter, the charges will be in accordance with the Charge Schedule, and may be changed only if such change is made pursuant to the provisions in Section 4, Notice of Change.

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

- a) deducted from the [01][Guaranteed Interest Accounts and] Sub-accounts; and/or
- b) billed to the Contractholder. Billed amounts are due and payable [02][31] days after the date of the bill. Failure to pay within this time frame will result in a deduction of such charges and/or fees from Contract Assets. The Contractholder agrees that the Company may deduct all future charges and/or fees from Contract Assets if payment of billed charges and/or fees has defaulted at least once.

[03][The Company has provided additional money to the Contractholder to compensate for the prior carrier's market value adjustment to the [03a] [Guaranteed Interest Accounts and/or] prior carrier's back end/discontinuance charge. The total value of this additional money is [03b] [V1%] of the total transfer contributions as indicated on the application.]

[04][The Company will recover the money paid out as outlined above over a period of [04a] [V2] Contract Years through adjustments to Asset Charges and Discontinuance Charges as outlined in the Charge Schedule of this Contract.]

6. INTER-ACCOUNT TRANSFERS

The transfer of contributions between accounts will be permitted, subject to any restrictions specified in this Contract [and][,] in our administrative guidelines [05][and the Lifetime Income Benefit Rider].

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

An underlying mutual fund, trust or portfolio of a Sub-account may impose redemption or other fees with respect to certain transfers. Any such fee so imposed will be deducted from the Sub-accounts.

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

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

[07][Inter-account transfers from any Applicable Investment Option to a Sub-account that is not an Applicable Investment Option, [07a][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.]

Inter-account transfers will be processed in accordance with Section 9, Financial Transaction Processing.

This Contract is not designed for entities or persons engaging in short-term investing since such activity may increase investment option transaction costs and be disruptive to the management of the Investment Options under the Contract. If the underlying mutual fund, trust, portfolio, or the Company (in accordance with our short term trading policy detailed in our administrative guidelines), determines that any transfer disrupts or may potentially disrupt the management of an investment option or increase investment option transaction costs ("disruptive short term trading"), and that, in the interest of the mutual fund, trust, portfolio or Sub-account, trading restrictions should be imposed, such restrictions will be imposed, which include, but are not limited to:

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

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

7. WITHDRAWALS

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

- 1) severance from employment or termination of employment, as applicable, as defined by the Internal Revenue Service;
- 2) retirement (as defined in the Plan);
- 3) disability;
- 4) death;

[01][5] financial hardship;]

[02][6] return of excess amounts;]

[03][7] required minimum distribution;]

- 8) withdrawals permitted under Section 414(w)(2) of the Internal Revenue Code;
- 9) eligible rollover distributions (other than those enumerated above);
- 10) withdrawals required by a court of competent jurisdiction or any federal or state regulatory agency;
- 11) Contract termination;

[04][12] pre-retirement distribution as permitted by the Plan [.][:][and]]

[05][13] employee voluntary contribution][.][:; and]]

[06][14] periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.]

Withdrawals are allowed under this Contract only if they are permitted under your Plan. The Company will not be responsible for determining if withdrawals are permitted under the Plan. Withdrawals will be distributed or applied in accordance with your instructions, subject to the terms of the Contract [07][and the Lifetime Income Benefit Rider].

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

Withdrawals from Sub-accounts [08][,excluding a Stable Value Fund Sub-account,] will be made at Market Value regardless of the type of withdrawal or when the withdrawal is made. [09][Notwithstanding any other provisions herein, withdrawals from a Stable Value Fund Sub-account will be made in accordance with, and subject to, the provisions specified in the Stable Value Fund Sub-account description.]

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

- [10a] ● Withdrawal types [1-7] will be made at Book Value.
- [10b] ● Withdrawal types [8-11] will be made at the lesser of Book or Market Value.
- [10c] ● [Withdrawal type[s] 12[and 13] will be made at Market Value.]
- [10d] ● [Withdrawal type 14 will be made in accordance with the provisions in the Lifetime Income Benefit Rider.]
- Withdrawals allowed for reasons other than those specifically itemized above in the Withdrawals section will be made at the lesser of Book or Market Value.]

Withdrawals will be processed in accordance with Section 9, Financial Transaction Processing. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

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

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

Withdrawal type [11][11] Contract termination, will be processed in accordance with Section [12][23], Termination of the Contract.

For the purposes of this section "payment" means a single premium, a lump sum, [13][a withdrawal pursuant to the Lifetime Income Benefit Rider,] or any other form of payment offered by the Company at the time of the withdrawal.

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

8. DISCONTINUANCE OF CONTRIBUTIONS

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

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

A discontinuance may occur for any of the following reasons:

- a) A contribution is not received [01][90] days after the contribution frequency selected by the Contractholder;
- [02] [b] Contract Assets fall below [\$100,000.00] at any time following the second Contract anniversary;]
- [02a] [b] Contract Assets at any time during the first [7] Contract Years fall below the amount of transfer contributions indicated on the application. Thereafter, Contract Assets fall below [\$100,000.00] at any time;]
- [03] [c] contributions in the last [2] years average less than [\$50,000.00] per year;
- [03a] [c] contributions in the last [2] years average less than [95%] of the current year estimated contributions excluding transfer contributions as indicated on the application;]
- [04] [d] there are less than 2 Participants who are making contributions to the Contract in accordance with the frequency of contributions selected on the application;]
- e) the Plan Sponsor becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers, or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights;
- f) we receive evidence or otherwise acquire knowledge that the Plan has failed to qualify or remain qualified under Section 401(a) of the Internal Revenue Code; or
- g) Contract Termination.

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

Upon a discontinuance of contributions, we will refuse future contributions. Assets that remain in the Contract after a discontinuance of contributions will be subject to all charges and fees outlined in the schedules and riders attached to this Contract.

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

9. FINANCIAL TRANSACTION PROCESSING

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

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

10. NO ASSIGNMENT

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

11. LIMITATION ON PAYMENTS

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

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

12. FORM OF FIXED ANNUITY

The forms of fixed annuity available under this Contract are:

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

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

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

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

13. IMMEDIATE ANNUITY PURCHASE RATES

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

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

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

The Company will also establish a more current table of immediate annuity purchase rates which may be used when an immediate annuity is purchased under the terms of the Contract. These rates will be subject to change at any time and will only be used if they are more favorable than the guaranteed rates applicable to the Contract. [01][If these rates are used, the applicable state premium tax must be paid at the time a fixed annuity is purchased.]

14. DATA REQUIRED

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

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

15. INCORRECT INFORMATION GIVEN TO THE COMPANY

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

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

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

16. CONTRACT

This Contract supersedes all representations, discussions and negotiations leading up to the execution and issuance of the Contract.

Subject to Section 4, Notice of Change, this Contract may be changed by rider, endorsement or amendment. Such written agreement must be signed for the Company by the President or a Vice-President. Such change of the Contract will not require the consent of any Participant or beneficiary.

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

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

17. CONTRACT INVESTMENT OPTIONS

All Investment Options available under this Contract are made available to all of our Contractholders. We make no representations that our Group Annuity Contract and/or any or our Investment Options are appropriate for any particular employer's plan or its participants.

18. NON-WAIVER OF CONTRACT PROVISIONS

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

19. RELIANCE ON ACTION BY CONTRACTHOLDER

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

20. WRITTEN INSTRUCTIONS

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

21. OWNERSHIP

All rights of ownership in this Contract will vest in and be exercised by the Contractholder. Participants will have no rights of ownership in this Contract other than as expressly provided under any fixed annuity issued in accordance with Section 12, Form of Fixed Annuity.

[01][22. FORCE MAJEURE

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

[02][23].TERMINATION OF THE CONTRACT

The Contractholder may terminate this Contract by requesting a withdrawal of the balance of all accounts [03][provided that, if at the time of termination the Contract contains a Stable Value Fund Sub-account, termination of the Contract will be processed subject to the provisions in such Sub-account], [03a][further provided that, if at the time of termination of the Contract, the Lifetime Income Benefit Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider].

The Company may also terminate this Contract if the Contract has been discontinued in accordance with Section 8, Discontinuance of Contributions. We will provide the Contractholder with three months advance written notice of our intention to terminate the Contract.

After applying a discontinuance charge, and if applicable, any other charges to this Contract, the Company will distribute [03b][, subject to the provisions in the Lifetime Income Benefit,] the remaining Assets in accordance with the following:

1. Sub-account assets will be at Market Value [04][, except for the Stable Value Fund Sub-account which will be as determined by the provisions in the Stable Value Fund Sub-account description of this Contract] [.][:]

[05][2. Guaranteed Interest Account assets at your election will be:

- a) an amount equal to the lesser of the Book or Market Value of the Guaranteed Interest Accounts; or
- b) annually, the total amount that becomes available for reinvestment from the Guaranteed Interest Accounts until all such monies are exhausted.]

While Assets remain with the Company, they will be subject to all charges and fees outlined in the schedules and riders which are part of this Contract.

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

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

SERVICE SCHEDULE

In consideration of all the charges, fees and other compensation directly or indirectly received in connection with this Contract, the Company agrees to perform certain administrative and recordkeeping services relating to the Contract, for the Contractholder, in addition to providing the investment and distribution options contained herein.

These services include, but are not limited to, the following:

- An administration manual and the forms needed to facilitate Contract administration.
- Recordkeeping of contributions.
- Confirmation statements showing enrollments, contributions, allocations, withdrawals and inter-account transfers processed.
- Quarterly, semi-annual, and/or annual statements showing contributions and withdrawals processed and interest credited.
- Website services.
- Transmission of purchase and redemption orders for the Sub-accounts in accordance with procedures established by the underlying funds.
- Toll free phone access.
- Customer service, audit package, annual contract review, enrollment materials-kits, investment monitoring tools, distribution processing and applicable tax withholding and reporting.
- Upon request, at retirement:
 - illustrations of fixed annuity options available from the Company
 - election of fixed annuity
 - payment of fixed annuity
 - certificate for retired participant.
- At Contract transfer or termination:
 - transfer or payment of Contract assets
 - final accounting statement.

By performing these services, the Company does not assume any fiduciary responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, or any responsibility to provide distribution notices of any type to participants.

CHARGE SCHEDULE

ASSET CHARGES

[01][Unless otherwise specified in the Contract, asset charges will be computed monthly and will be billed or deducted as agreed upon between you and us. Upon discontinuance of Contributions, asset charges will be computed and deducted as of the discontinuance date, and deducted thereafter only.]

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

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

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

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

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

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

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

- a) the total Contract Assets are less than [06a][\$500,000], and
- b) the total recurring Contributions for the Contract Year received by the Company are less than [06b][\$100,000].

For each such year, the charge will be [06c][4,000]. Such amount will be converted into an equivalent monthly amount and deducted proportionately from all accounts maintained under the Contract, based on account balances at the time of the deduction. The deduction will apply for each month that the contract remains in force in the following Contract Year. This conditional fee cannot be billed.]

ASSET CHARGE SCALE

[07][First Contract Year Only]

[08][Contract Assets]	Annualized Asset Charge	[08a]Annualized Reduction Scale 1	[08a]Annualized Reduction Scale 2
[first \$ 100,000]	[6.00%]	[1.000%]	[1.000%]
[next \$ 150,000]	[5.90%]	[0.900%]	[0.900%]
[next \$ 250,000]	[5.80%]	[0.800%]	[0.800%]
[next \$ 250,000]	[5.70%]	[0.700%]	[0.700%]
[next \$ 250,000]	[5.60%]	[0.600%]	[0.600%]
[next \$ 1,000,000]	[5.50%]	[0.500%]	[0.500%]
[next \$ 1,000,000]	[5.40%]	[0.400%]	[0.400%]
[over \$ 3,000,000]	[5.30%]	[0.300%]	[0.300%]

[09][The Annualized Asset Charge is [09a][4.00%]]. [The Annualized Asset Charge will be waived once total contract assets are more than [09b][3,000,000] at the end of the month. The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if Contract Assets remain equal to or greater than [09b][3,000,000] at the end of each month.]

[10][The Annualized Asset Charge is [10a][5.00%]. [The Annualized Asset Charge will be waived (0.00% asset charge) once total contract assets are more than [10b][\\$3,000,000] at the end of the month. The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if total Contract Assets remain equal to or greater than [10b][\\$3,000,000] at the end of each month.] The Annualized Asset Charge applicable to this Contract will be included in the Sales and Service Fee, as described in the Separate Account Riders.]

[11][An Annualized Reduction will be applied to the calculation of the Asset Charge, if the amount of Transfer Contributions, as indicated by the Contractholder, are at least [11a][\\$3,000,000]. If average Transfer Contributions per participant for the first Contract Year, as indicated by the Contractholder, are at least [11b][\\$30,000], Annualized Reduction Scale 1 will apply. If average Transfer Contributions per participant for the first Contract Year, as indicated by the Contractholder, are less than [11b][\\$30,000], Annualized Reduction Scale 2 will apply. The applicable Annualized Reduction Scale will apply to the asset charge calculated for the first 120 days from the Contract Effective Date, and will apply to each month thereafter only if Contract Assets are equal to or greater than [11a][\\$3,000,000] at the end of the preceding month.]

[12][Second Contract Year and After

<u>Contract Assets</u>	<u>Annualized Asset Charge</u>	<u>Annualized Reduction Scale 1</u>	<u>Annualized Reduction Scale 2</u>
[first \$ 100,000]	[6.00%]	[1.000%]	[1.000%]
[next \$ 150,000]	[5.90%]	[0.900%]	[0.900%]
[next \$ 250,000]	[5.80%]	[0.800%]	[0.800%]
[next \$ 250,000]	[5.70%]	[0.700%]	[0.700%]
[next \$ 250,000]	[5.60%]	[0.600%]	[0.600%]
[next \$ 1,000,000]	[5.50%]	[0.500%]	[0.500%]
[next \$ 1,000,000]	[5.40%]	[0.400%]	[0.400%]
[over \$ 3,000,000]	[5.30%]	[0.300%]	[0.300%]

[13][The annualized reduction to the Annualized Asset Charge will only apply if Contract Assets are equal to or greater than [13a][\\$3,000,000] at the end of the month. The above annualized reductions will apply to the asset charge calculated for the following month. The reduction will continue to apply only if Contract Assets are equal to or greater than [13a][\\$3,000,000] at the end of each month.]

[11][If Contract Assets are at least [11a][\\$3,000,000] on the last day of a preceding month, an Annualized Reduction will be applied to the calculation of the Asset Charge for the following month. Annualized Reduction Scale 1 will apply if the amount of average Transfer Contributions per participant for the first Contract Year was at least [11b][\\$30,000]. Annualized Reduction Scale 2 will apply if the average Transfer Contributions per participant for the first Contract Year was less than [11b][\\$30,000]. The applicable Annualized Reduction Scale is determined at the end of the first Contract Year and, once determined, will be used to calculate the Asset Charge for each month in the remainder of the Contract's duration as long as Contract Assets are at least [11a][\\$3,000,000] for the preceding month.]

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

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

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

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

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

Contract Year is determined based on the effective date of the Contract.

[17][The Asset charge will not increase to more than 3 times the amount(s) shown unless mutually agreed upon by the Contractholder and the Company.]

[18][WITHDRAWAL CHARGE SCALE

The Withdrawal Charge Scale is as follows:

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

[19][DISCONTINUANCE CHARGE SCALE

The Discontinuance Charge Scale is as follows:

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

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

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

[20]

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

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

We may change any Charge Scale contained in this Schedule. Any change to a Charge Scale above will not take place until one year following the Contract Effective Date. We will give you notice of any intended change, in accordance with Section 4, Notice of Change.

[01][**CREDIT SCHEDULE**]

[02] [If the following criteria are met, an annualized credit equal to [1.00%] of Contract Assets invested in the Investment Options under the Contract will be applied to the Contract on the last day of each month of [the first][each] Contract Year:

[02a] [Total expected [External] Transfer Contributions, as indicated by the Contractholder, are at least [\$15,000,000]][.];] [and]

[02b] [Total expected Recurring Contributions, as indicated by the Contractholder, are at least [\$15,000,000]][.];] [and]

[02c] [Expected average [External] Transfer Contributions per participant, as indicated by the Contractholder, are at least [\$30,000]][.];] [and]

[02d] [Expected average Recurring Contributions per participant, as indicated by the Contractholder, are at least [\$30,000]][.];][and]

[02e] [The sum of the following is at least [\$20,000,000]]:

[Total expected [External] Transfer Contributions]; [and]

[Total expected Recurring Contributions]][.];] [and]

[02f] [The sum of the following is at least [\$50,000]]:

[Expected average [External] Transfer Contributions per participant]; [and]

[Expected average Recurring Contributions per participant]][.];] [and]

[02g] [The Contractholder directs at least [100%] of all Contributions to be invested in [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices,] [Retirement Living,] [or] [Core] Funds described in Separate Account Rider B attached to this Contract.]

[02h] [For the purpose of determining whether the above-noted credits will apply “External Transfer Contribution” means any Contribution that is not derived from assets held pursuant to any John Hancock contract nor derived from any Recurring Contribution.]

[03] [For the purpose of determining if an annualized credit is available in the first Contract Year as described below, “Default Sub-Accounts” means [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices], [Retirement Living,] [or] [Core] Funds described in Separate Account Rider B attached to this Contract.]

For the purpose of determining if an annualized credit is available in the second and subsequent Contract Years as described below, “Default Sub-Accounts” means [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices,] [Retirement Living,] [or] [Core] Funds described in Separate Account Rider B and [Select Asset Allocation], [or] [Select Core] Funds described in Separate Account Rider C attached to this Contract.

If the amount of expected External Transfer Contributions, as indicated by the Contractholder, are at least [03a][\$15,000,000] and the Contractholder directs all such Contributions to be invested in one of the Default Sub-Accounts, an annualized credit will be available and applied to the Contract on the last day of each month of the first Contract Year. The amount of the annualized credit will equal [03b][1.00%] of the Contract Assets invested in the Investment Options under the Contract as of the day that the credit is applied. For the purposes of determining eligibility for this credit, External Transfer Contributions means any Transfer Contributions, excluding (i) amounts derived from assets held pursuant to any contract issued by the Company or its affiliates, and (ii) amounts comprised solely of the transfer or rollover assets from participants’ individual retirement accounts or benefits from a former employer's qualified retirement plan.

If, with respect to the second Contract Year, the following two requirements are satisfied:

(a) Total Assets derived from the External Transfer Contributions and Recurring Contributions received and invested in the Investment Options under the Contract were at least [03c][\$15,000,000] as of the last day of the first Contract Year (the “minimum asset requirement”); and

(b) the weighted average of the Contract Assets invested in all the Default Sub-Accounts during the preceding Contract Year was at least [03d][100%] (the “minimum percentage requirement”),

an annualized credit will be available and applied to the Contract on the last day of each month of the second Contract Year. The amount of the annualized credit will equal [03b][1.00%] of the Contract Assets invested in the Investment Options under the Contract as of the day that the credit is applied.

If the minimum asset requirement was not met for the first Contract Year, no annualized credit will be available in the second Contract Year or any subsequent Contract Year. If the minimum asset requirement was met, but the minimum percentage requirement was not met for the preceding Contract Year, the annualized credit will not be available in the second Contract Year.

Once the Plan is determined to have satisfied the minimum asset requirement for the first Contract Year, the annualized credit described above is available for each Contract Year after the second Contract Year, provided that the Plan met the minimum percentage requirement for the preceding Contract Year. No annualized credit will be available in a Contract Year if the minimum percentage requirement was not met for the preceding Contract Year.

For this purpose, “weighted average” is expressed as a percentage, and is determined by using the following formula:

$(y / z) \times 100$, where:

- y is equal to the sum of total Contract Assets invested in all the Default Sub-Accounts as of the last day of each month during the Contract Year; and
- z is equal to the sum of total Contract Assets invested in all Investment Options available under the Contract as of the last day of each month during the Contract Year.]

GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE

CONTRACT NUMBER: [01]

CONTRACTHOLDER: [02]

<u>Age</u>	<u>Life Annuity</u>	<u>Life Annuity with guaranteed period</u>			<u>Joint and Survivor Annuity (Annuitant and Spouse same age)</u>	
		<u>5 years</u>	<u>10 years</u>	<u>15 years</u>	<u>50% J&S</u>	<u>100% J&S</u>
55	308.88	310.09	312.58	317.04	308.88	265.56
56	304.58	305.09	307.05	311.27	304.58	358.54
57	295.84	296.43	298.65	303.36	295.84	349.86
58	287.12	287.79	290.32	295.55	287.12	341.15
59	278.43	279.20	282.05	287.83	278.43	332.39
60	269.77	270.65	273.86	280.22	269.77	323.61
61	261.15	262.15	265.75	272.72	261.15	314.80
62	252.60	253.73	257.73	265.37	252.60	305.97
63	244.11	245.39	249.81	258.16	244.11	297.14
64	235.73	237.16	242.01	251.13	235.73	288.32
65	227.44	229.04	234.34	244.30	227.44	279.51
66	219.25	221.02	226.79	237.68	219.25	270.72
67	211.19	213.12	219.38	231.30	211.19	261.97
68	203.22	205.31	212.11	225.17	203.22	253.24
69	195.29	197.56	204.98	219.28	195.29	244.51
70	187.43	189.88	198.00	213.67	187.43	235.80

The rates are expressed as the cost in dollars per \$1.00 of monthly annuity income. These rates are based on interest at the guaranteed rate of 1% per annum and the 1994 Group Annuity Reserving Table.

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

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



**Group Annuity Contract
 John Hancock Life Insurance Company (U.S.A.)
 A Stock Company
 601 Congress Street, Boston, MA, U.S.A., 02210
 1-800-333-0963**

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

CONTRACTHOLDER

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

CONTRACT NUMBER

[02] [00000]

CONTRACT EFFECTIVE DATE AND SITUS

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

INVESTMENT OPTIONS AVAILABLE

[04] [Guaranteed Interest Accounts are as described in the Guaranteed Interest Accounts Rider.

THE VALUE OF INVESTMENTS IN THE COMPANY'S GUARANTEED INTEREST ACCOUNTS WILL VARY BASED ON THE MARKET VALUE ADJUSTMENT FORMULA IN THIS CONTRACT. INFORMATION PERTAINING TO THE MARKET VALUE ADJUSTMENT FOR THESE GUARANTEED INTEREST ACCOUNTS CAN BE FOUND IN THE GUARANTEED INTEREST ACCOUNTS RIDER OF THIS CONTRACT.]

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

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

[05] [If a Stable Value Fund Sub-account is selected as an investment option, the Plan is not permitted to have any investment option that is a "Competing Investment Option", either in this Contract or elsewhere. A "Competing Investment Option" is defined in the "Definitions" section of this Contract.]

PLAN

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

PLAN SPONSOR

In this Contract, "Plan Sponsor" means [07][THE MUNICIPALITY/STATE OF XYZ].

PRODUCT DESCRIPTION

This is an Unallocated Non-Participating Group Annuity Contract.

DATE OF ISSUE

[08] [January 1, 2004]

ISSUER

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

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

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

This Contract is a legal contract between the Contractholder and the Company.

To present inquiries or obtain information about coverage and to provide assistance in resolving complaints, call 1-800-333-0963.

[09]


 President


 Vice President Counsel and Secretary

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1. DEFINITIONS

In this Contract, unless the context indicates otherwise:

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

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

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

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

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

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

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

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

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

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

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

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

“**Recurring Contribution**” means any Contribution that is remitted to the Company on an ongoing periodic basis with direction to invest in Sub-Accounts or other Investment Options available under this Contract.

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

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

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

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

“**Transfer Contribution**” means any Contribution that is not a Recurring Contribution.

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

2. CURRENCY

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

3. CONTRIBUTIONS AND ACCOUNTS

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

Contributions remitted to this Contract may be invested only in the Investment Options selected by the Contractholder. The provisions applicable to the Investment Options available under this Contract are found in the [01][Guaranteed Interest Accounts Rider,] [02][Lifetime Income Benefit Rider] [and] appropriate Separate Account Riders attached to this Contract.

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

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

The Company may receive and retain earnings on Contract assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account under the terms of the Contract.

Contributions will be deemed received in accordance with Section 9, Financial Transaction Processing.

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

The Company may refuse future contributions to certain or all Investment Options under this Contract, subject to the provisions of either Section 4, Notice of Change, or Section 8, Discontinuance of Contributions.

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

4. NOTICE OF CHANGE

Subject to the provisions included below, we may, from time to time, propose to:

- i) add to, remove, merge and/or substitute the Investment Options offered under the Contract,
- ii) change the fees, charges or credits under this Contract, or
- iii) make material modifications to the services provided with respect to this Contract.

If any such proposed change is made, we will provide at least [03][60 days] advance written notice to you. Such notice will provide the following information:

- i) a description of the change and the reason for the change,
- ii) any resulting change in fees, charges or credits,
- iii) the effective date of the change,

and such other information as may reasonably be required or requested by you to help you decide whether to accept or reject the change as part of your fiduciary responsibility to the Plan. Such notification may be provided in writing or, if applicable, via a mutually agreed upon electronic medium.

Your failure to object within a reasonable period, as specified in the notice, to any changes proposed by us will be treated as your consent to those changes. In the event that you object to the changes, you may terminate the Contract without penalty, (other than amounts charged to allow recoupment of the start-up costs of the Contract), as that term is interpreted in accordance with Section 408(b)(2) and Reg. Section 2550.408b-2(c) of ERISA. The effective date of the termination will be a date mutually agreed to by you and us, provided that such date allows a reasonable period for you to locate another service provider in place of the Company. This paragraph is intended to be interpreted in a manner that is consistent with the Department of Labor Advisory Opinion 97-16A.

5. CHARGES

Charges are outlined in the Charge Schedule which is part of this Contract. The charges are guaranteed for the first Contract Year. Thereafter, the charges will be in accordance with the Charge Schedule, and may be changed only if such change is made pursuant to the provisions in Section 4, Notice of Change.

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

- a) deducted from the [01][Guaranteed Interest Accounts and] Sub-accounts; and/or
- b) billed to the Contractholder. Billed amounts are due and payable [02][31] days after the date of the bill. Failure to pay within this time frame will result in a deduction of such charges and/or fees from Contract Assets. The Contractholder agrees that the Company may deduct all future charges and/or fees from Contract Assets if payment of billed charges and/or fees has defaulted at least once.

[03] [The Company has provided additional money to the Contractholder to compensate for the prior carrier's market value adjustment to the [03a] [Guaranteed Interest Accounts and/or] prior carrier's back end/discontinuance charge. The total value of this additional money is [03b] [V1%] of the total transfer contributions as indicated on the application.]

[04] [The Company will recover the money paid out as outlined above over a period of [04a] [V2] Contract Years through adjustments to Asset Charges and Discontinuance Charges as outlined in the Charge Schedule of this Contract.]

6. INTER-ACCOUNT TRANSFERS

The transfer of contributions between accounts will be permitted, subject to any restrictions specified in this Contract [and][,] in our administrative guidelines [05][and the Lifetime Income Benefit Rider].

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

An underlying mutual fund, trust or portfolio of a Sub-account may impose redemption or other fees with respect to certain transfers. Any such fee so imposed will be deducted from the Sub-accounts.

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

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

[07] [Inter-account transfers from any Applicable Investment Option to a Sub-Account that is not an Applicable Investment Option, [07a][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.]

Inter-account transfers will be processed in accordance with Section 9, Financial Transaction Processing.

This Contract is not designed for entities or persons engaging in short-term investing since such activity may increase investment option transaction costs and be disruptive to the management of the Investment Options under the Contract. If the underlying mutual fund, trust, portfolio, or the Company (in accordance with our short term trading policy detailed in our administrative guidelines), determines that any transfer disrupts or may potentially disrupt the management of an investment option or increase investment option transaction costs ("disruptive short term trading"), and that, in the interest of the mutual fund, trust, portfolio or Sub-account, trading restrictions should be imposed, such restrictions will be imposed, which include, but are not limited to:

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

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

7. WITHDRAWALS

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

- 1) severance from employment or termination of employment, as applicable, as defined by the Internal Revenue Service;
- 2) retirement (as defined in the Plan);
- 3) death;
- 4) return of excess deferrals;
- 5) unforeseeable emergencies, as defined in the Internal Revenue Service Regulations;
- 6) required minimum distribution;
- 7) withdrawals permitted under section 414(w)(2) of the Internal Revenue Code;
- 8) eligible rollover distributions (other than those enumerated above);
- 9) withdrawals required by a court of competent jurisdiction or any federal or state regulatory agency;
- 10) Contract termination;
- 11) in-service withdrawals as defined in the Plan[.]; and]

[01] [12]periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.]

Withdrawals are allowed under this Contract only if they are permitted under your Plan. The Company will not be responsible for determining if withdrawals are permitted under the Plan. Withdrawals will be distributed or applied in accordance with your instructions, subject to the terms of the Contract [02][and the Lifetime Income Benefit Rider].

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

Withdrawals from Sub-accounts [03][, excluding a Stable Value Fund Sub-account,] will be made at Market Value regardless of the type of withdrawal or when the withdrawal is made. [04][Notwithstanding any other provisions herein, withdrawals from a Stable Value Fund Sub-account will be made in accordance with, and subject to, the provisions specified in the Stable Value Fund Sub-account description.]

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

- Withdrawal types 1-6 will be made at Book Value.
- Withdrawal types 7-11 will be made at the lesser of book or Market Value.
- [05a][Withdrawal type 12 will be made in accordance with the provisions in the Lifetime Income Benefit Rider.]
- Withdrawals allowed for reasons other than those specifically itemized above in the Withdrawals section will be made at the lesser of book or Market Value.]

Withdrawals will be processed in accordance with Section 9, Financial Transaction Processing. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

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

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

Withdrawal type 10) Contract termination, will be processed in accordance with Section [06][23], Termination of the Contract.

For the purposes of this section "payment" means a single premium, a lump sum, [07][a withdrawal pursuant to the Lifetime Income Benefit Rider,] or any other form of payment offered by the Company at the time of the withdrawal.

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

8. DISCONTINUANCE OF CONTRIBUTIONS

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

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

A discontinuance may occur for any of the following reasons:

- a) A contribution is not received [01][90] days after the contribution frequency selected by the Contractholder;
- [02] [b] Contract Assets fall below [\$100,000.00] at any time following the second Contract anniversary;]
- [02a] [b] Contract Assets at any time during the first [7] Contract Years fall below the amount of transfer contributions indicated on the application. Thereafter, Contract Assets fall below [\$100,000.00] at any time;]
- [03] [c] contributions in the last [2] years average less than [\$50,000.00] per year;
- [03a] [c] contributions in the last [2] years average less than [95%] of the current year estimated contributions excluding transfer contributions as indicated on the application;]
- d) there are less than 2 Participants who are making contributions to the Contract in accordance with the frequency of contributions selected on the application;
- e) the Plan Sponsor becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers, or permits the appointment of a receiver for its business or Assets or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights;
- f) we receive evidence or otherwise acquire knowledge that the Plan is no longer an Eligible Deferred Compensation Plan of State and Local Governments as described in Section 457 (b) of the Internal Revenue Code or;
- g) the Plan receives written notification from the Commissioner of the Internal Revenue Service that it is not administered in accordance with the applicable eligibility requirements and the Plan fails to correct the inconsistencies noted in the written notification within the prescribed time;
- h) Contract Termination.

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

Upon a discontinuance of contributions, we will refuse future contributions immediately. Assets that remain in the Contract after a discontinuance of contributions will be subject to all charges and fees outlined in the schedules and riders attached to this Contract.

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

9. FINANCIAL TRANSACTION PROCESSING

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

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

10. NO ASSIGNMENT

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

11. LIMITATION ON PAYMENTS

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

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

12. FORM OF FIXED ANNUITY

The forms of fixed annuity available under this Contract are:

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

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

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

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

13. IMMEDIATE ANNUITY PURCHASE RATES

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

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

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

The Company will also establish a more current table of immediate annuity purchase rates which may be used when an immediate annuity is purchased under the terms of the Contract. These rates will be subject to change at any time and will only be used if they are more favorable than the guaranteed rates applicable to the Contract. [01][If these rates are used, the applicable state premium tax must be paid at the time a fixed annuity is purchased.]

14. DATA REQUIRED

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

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

15. INCORRECT INFORMATION GIVEN TO THE COMPANY

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

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

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

16. CONTRACT

This Contract supersedes all representations, discussions and negotiations leading up to the execution and issuance of the Contract.

Subject to Section 4, Notice of Change, this Contract may be changed by rider, endorsement or amendment. Such written agreement must be signed for the Company by the President or a Vice-President. Such change of the Contract will not require the consent of any Participant or beneficiary.

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

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

17. CONTRACT INVESTMENT OPTIONS

All Investment Options available under this Contract are made available to all of our Contractholders. We make no representations that our Group Annuity Contract and/or any of our Investment Options are appropriate for any particular employer's plan or its participants.

18. NON-WAIVER OF CONTRACT PROVISIONS

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

19. RELIANCE ON ACTION BY CONTRACTHOLDER

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

20. WRITTEN INSTRUCTIONS

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

21. OWNERSHIP

All rights of ownership in this Contract will vest in and be exercised by the Contractholder. Participants will have no rights of ownership in this Contract other than as expressly provided under any fixed annuity issued in accordance with Section 12, Form of Fixed Annuity.

[01][22. FORCE MAJEURE

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

[02][23].TERMINATION OF THE CONTRACT

The Contractholder may terminate this Contract by requesting a withdrawal of the balance of all accounts [03][provided that, if at the time of termination the Contract contains a Stable Value Fund Sub-account, termination of the Contract will be processed subject to the provisions in such Sub-account], [03a][further provided that, if at the time of termination of the Contract, the Lifetime Income Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider].

The Company can also terminate this Contract if the Contract has been deemed discontinued in accordance with Section 8 Discontinuance of Contributions. We will provide the Contractholder with three months advance written notice of our intent to terminate the Contract.

After applying a discontinuance charge, and if applicable, any other charges to this Contract, the Company will distribute [03b][, subject to the provisions in the Lifetime Income Benefit,] the remaining Assets in accordance with the following:

1. Sub-account Assets will be at Market Value [04][, except for the Stable Value Fund Sub-account which will be as determined by the provisions in the Stable Value Fund Sub-account description] [.][:]

[05] [2. Guaranteed Interest Account Assets at your election will be:

a) an amount equal to the lesser of the Book or Market Value of the Guaranteed Interest Accounts; or

b) annually, the total amount that becomes available for reinvestment from the Guaranteed Interest Accounts until all such monies are exhausted.]

While Assets remain with the Company, they will be subject to all charges and fees outlined in the schedules and riders which are part of this Contract.

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

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

SERVICE SCHEDULE

In consideration of all the charges, fees and other compensation directly or indirectly received in connection with this Contract, the Company agrees to perform certain administrative and recordkeeping services relating to the Contract, for the Contractholder, in addition to providing the investment and distribution options contained herein.

These services include, but are not limited to, the following:

- An administration manual and the forms needed to facilitate Contract administration.
- Recordkeeping of contributions.
- Confirmation statements showing enrollments, contributions, allocations, withdrawals and inter-account transfers processed.
- Quarterly, semi-annual, and/or annual statements showing contributions and withdrawals processed and interest credited.
- Website services.
- Transmission of purchase and redemption orders for the Sub-accounts in accordance with procedures established by the underlying funds.
- Toll free phone access.
- Customer service, audit package, annual contract review, enrollment materials-kits, investment monitoring tools, distribution processing and applicable tax withholding and reporting.
- Upon request, at retirement:
 - illustrations of fixed annuity options available from the Company
 - election of fixed annuity
 - payment of fixed annuity
 - certificate for retired participant.
- At Contract transfer or termination:
 - transfer or payment of Contract assets
 - final accounting statement.

By performing these services, the Company does not assume any fiduciary responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, or any responsibility to provide distribution notices of any type to participants.

CHARGE SCHEDULE

ASSET CHARGES

[01][Unless otherwise specified in the Contract, asset charges will be computed monthly and will be billed or deducted as agreed upon between you and us. Upon discontinuance of contributions, asset charges will be computed and deducted as of the discontinuance date, and deducted thereafter only.]

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

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

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

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

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

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

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

- a) the total Contract Assets are less than [06a][$\$500,000$], and
- b) the total recurring Contributions for the Contract Year received by the Company are less than [06b][$\$100,000$].

For each such year, the charge will be [06c][$\$4,000$]. Such amount will be converted into an equivalent monthly amount and deducted proportionately from all accounts maintained under the Contract, based on account balances at the time of the deduction. The deduction will apply for each month that the contract remains in force in the following Contract Year. This conditional fee cannot be billed.]

ASSET CHARGE SCALE

[07][First Contract Year Only]

[08][Contract Assets]	<u>Annualized Asset Charge</u>	[08a] <u>Annualized Reduction</u> Scale 1	[08a] <u>Annualized Reduction</u> Scale 2
[first \$ 100,000]	[6.00%]	[1.000%]	[1.000%]
[next \$ 150,000]	[5.90%]	[0.900%]	[0.900%]
[next \$ 250,000]	[5.80%]	[0.800%]	[0.800%]
[next \$ 250,000]	[5.70%]	[0.700%]	[0.700%]
[next \$ 250,000]	[5.60%]	[0.600%]	[0.600%]
[next \$ 1,000,000]	[5.50%]	[0.500%]	[0.500%]
[next \$ 1,000,000]	[5.40%]	[0.400%]	[0.400%]
[over \$ 3,000,000]	[5.30%]	[0.300%]	[0.300%]

[09][The Annualized Asset Charge is [09a][4.00%]. [The Annualized Asset Charge will be waived once total contract assets are more than [09b][$\$3,000,000$] at the end of the month. The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if Contract Assets remain equal to or greater than [09b][$\$3,000,000$] at the end of each month.]

[10] [The Annualized Asset Charge is [10a][5.00%]. [The Annualized Asset Charge will be waived (0.00% asset charge) once total Contract Assets are more than [10b][\\$3,000,000] at the end of the month. The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if total Contract Assets remain equal to or greater than [10b][\\$3,000,000] at the end of each month.] The Annualized Asset Charge applicable to this Contract will be included in the Sales and Service Fee, as described in the Separate Account Riders.]

[11] [An Annualized Reduction will be applied to the calculation of the Asset Charge, if the amount of Transfer Contributions, as indicated by the Contractholder, are at least [11a][\\$3,000,000]. If average Transfer Contributions per participant for the first Contract Year, as indicated by the Contractholder, are at least [11b][\\$30,000], Annualized Reduction Scale 1 will apply. If average Transfer Contributions per participant for the first Contract Year, as indicated by the Contractholder, are less than [11b][\\$30,000], Annualized Reduction Scale 2 will apply. The applicable Annualized Reduction Scale will apply to the asset charge calculated for the first 120 days from the Contract Effective Date, and will apply to each month thereafter only if Contract Assets are equal to or greater than [11a][\\$3,000,000] at the end of the preceding month.]

[12] [Second Contract Year and After

<u>Contract Assets</u>	<u>Annualized Asset Charge</u>	<u>Annualized Reduction</u>	
		<u>Scale 1</u>	<u>Scale 2</u>
[first \$ 100,000]	[6.00%]	[1.000%]	[1.000%]
[next \$ 150,000]	[5.90%]	[0.900%]	[0.900%]
[next \$ 250,000]	[5.80%]	[0.800%]	[0.800%]
[next \$ 250,000]	[5.70%]	[0.700%]	[0.700%]
[next \$ 250,000]	[5.60%]	[0.600%]	[0.600%]
[next \$ 1,000,000]	[5.50%]	[0.500%]	[0.500%]
[next \$ 1,000,000]	[5.40%]	[0.400%]	[0.400%]
[over \$ 3,000,000]	[5.30%]	[0.300%]	[0.300%]

[13] [The annualized reduction to the Annualized Asset Charge will only apply if Contract Assets are equal to or greater than [13a][\\$3,000,000] at the end of the month. The above annualized reductions will apply to the asset charge calculated for the following month. The reduction will continue to apply only if Contract Assets are equal to or greater than [13a][\\$3,000,000] at the end of each month.]

[11] [If Contract Assets are at least [11a][\\$3,000,000] on the last day of a preceding month, an Annualized Reduction will be applied to the calculation of the Asset Charge for the following month. Annualized Reduction Scale 1 will apply if the amount of average Transfer Contributions per participant for the first Contract Year was at least [11b][\\$30,000]. Annualized Reduction Scale 2 will apply if the average Transfer Contributions per participant for the first Contract Year was less than [11b][\\$30,000]. The applicable Annualized Reduction Scale is determined at the end of the first Contract Year and, once determined, will be used to calculate the Asset Charge for each month in the remainder of the Contract's duration as long as Contract Assets are at least [11a][\\$3,000,000] for the preceding month.]

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

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

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

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

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

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

[17] [The Asset charge will not increase to more than 3 times the amount shown unless mutually agreed upon by the Contractholder and the Company.]

[18][WITHDRAWAL CHARGE SCALE

The Withdrawal Charge Scale is as follows:

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

[19][DISCONTINUANCE CHARGE SCALE

The Discontinuance Charge Scale is as follows:

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

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

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

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

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

We may change any Charge Scale contained in this Schedule. Any change to a Charge Scale above will not take place until one year following the Contract Effective Date. We will give you notice of any intended change, in accordance with Section 4, Notice of Change.

[01][CREDIT SCHEDULE]

- [02] [If the following criteria are met, an annualized credit equal to [1.00%] of Contract Assets invested in the Investment Options under the Contract will be applied to the Contract on the last day of each month of [the first][each] Contract Year:
- [02a] [Total expected [External] Transfer Contributions, as indicated by the Contractholder, are at least [\$15,000,000]][.]; [and]
- [02b] [Total expected Recurring Contributions, as indicated by the Contractholder, are at least [\$15,000,000]][.]; [and]
- [02c] [Expected average [External] Transfer Contributions per participant, as indicated by the Contractholder, are at least [\$30,000]][.]; [and]
- [02d] [Expected average Recurring Contributions per participant, as indicated by the Contractholder, are at least [\$30,000]][.]; [and]
- [02e] [The sum of the following is at least [\$20,000,000]]:
- [Total expected [External] Transfer Contributions]; [and]
- [Total expected Recurring Contributions][.]; [and]
- [02f] [The sum of the following is at least [\$50,000]]:
- [Expected average [External] Transfer Contributions per participant]; [and]
- [Expected average Recurring Contributions per participant][.]; [and]
- [02g] [The Contractholder directs at least [100%] of all Contributions to be invested in [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices,] [Retirement Living,] [or] [Core] Funds described in Separate Account Rider B attached to this Contract.]
- [02h] [For the purpose of determining whether the above-noted credits will apply “External Transfer Contribution” means any Contribution that is not derived from assets held pursuant to any John Hancock contract nor derived from any Recurring Contribution.]
- [03] [For the purpose of determining if an annualized credit is available in the first Contract Year as described below, “Default Sub-Accounts” means [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices], [Retirement Living,] [or] [Core] Funds described in Separate Account Rider B attached to this Contract.
- For the purpose of determining if an annualized credit is available in the second and subsequent Contract Years as described below, “Default Sub-Accounts” means [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices,] [Retirement Living,] [or] [Core] Funds described in Separate Account Rider B and [Select Asset Allocation], [or] [Select Core] Funds described in Separate Account Rider C attached to this Contract.
- If the amount of expected External Transfer Contributions, as indicated by the Contractholder, are at least [03a][15,000,000] and the Contractholder directs all such Contributions to be invested in one of the Default Sub-Accounts, an annualized credit will be available and applied to the Contract on the last day of each month of the first Contract Year. The amount of the annualized credit will equal [03b][1.00%] of the Contract Assets invested in the Investment Options under the Contract as of the day that the credit is applied. For the purposes of determining eligibility for this credit, External Transfer Contributions means any Transfer Contributions, excluding (i) amounts derived from assets held pursuant to any contract issued by the Company or its affiliates, and (ii) amounts comprised solely of the transfer or rollover assets from participants’ individual retirement accounts or benefits from a former employer’s qualified retirement plan.
- If, with respect to the second Contract Year, the following two requirements are satisfied:
- (a) Total Assets derived from the External Transfer Contributions and Recurring Contributions received and invested in the Investment Options under the Contract were at least [03c][15,000,000] as of the last day of the first Contract Year (the “minimum asset requirement”); and
- (b) the weighted average of the Contract Assets invested in all the Default Sub-Accounts during the preceding Contract Year was at least [03d][100%] (the “minimum percentage requirement”),
- an annualized credit will be available and applied to the Contract on the last day of each month of the second Contract Year. The amount of the annualized credit will equal [03b][1.00%] of the Contract Assets invested in the Investment Options under the Contract as of the day that the credit is applied.
- If the minimum asset requirement was not met for the first Contract Year, no annualized credit will be available in the second Contract Year or any subsequent Contract Year. If the minimum asset requirement was met, but the minimum percentage requirement was not met for the preceding Contract Year, the annualized credit will not be available in the second Contract Year.

Once the Plan is determined to have satisfied the minimum asset requirement for the first Contract Year, the annualized credit described above is available for each Contract Year after the second Contract Year, provided that the Plan met the minimum percentage requirement for the preceding Contract Year. No annualized credit will be available in a Contract Year if the minimum percentage requirement was not met for the preceding Contract Year.

For this purpose, “weighted average” is expressed as a percentage, and is determined by using the following formula:

$(y / z) \times 100$, where:

- y is equal to the sum of total Contract Assets invested in all the Default Sub-Accounts as of the last day of each month during the Contract Year; and
- z is equal to the sum of total Contract Assets invested in all Investment Options available under the Contract as of the last day of each month during the Contract Year.]

GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE

CONTRACT NUMBER: [01]

CONTRACTHOLDER: [02]

<u>Age</u>	<u>Life Annuity</u>	<u>Life Annuity with guaranteed period</u>			<u>Joint and Survivor Annuity (Annuitant and Spouse same age)</u>	
		<u>5 years</u>	<u>10 years</u>	<u>15 years</u>	<u>50% J&S</u>	<u>100% J&S</u>
55	308.88	310.09	312.58	317.04	308.88	265.56
56	304.58	305.09	307.05	311.27	304.58	258.54
57	295.84	296.43	298.65	303.36	295.84	349.86
58	287.12	287.79	290.32	295.55	287.12	341.15
59	278.43	279.20	282.05	287.83	278.43	332.39
60	269.77	270.65	273.86	280.22	269.77	323.61
61	261.15	262.15	265.75	272.72	261.15	314.80
62	252.60	253.73	257.73	265.37	252.60	305.97
63	244.11	245.39	249.81	258.16	244.11	297.14
64	235.73	237.16	242.01	251.13	235.73	288.32
65	227.44	229.04	234.34	244.30	227.44	279.51
66	219.25	221.02	226.79	237.68	219.25	270.72
67	211.19	213.12	219.38	231.30	211.19	261.97
68	203.22	205.31	212.11	225.17	203.22	253.24
69	195.29	197.56	204.98	219.28	195.29	244.51
70	187.43	189.88	198.00	213.67	187.43	235.80

The rates are expressed as the cost in dollars per \$1.00 of monthly annuity income. These rates are based on interest at the guaranteed rate of 1% per annum and the 1994 Group Annuity Reserving Table.

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

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

SERFF Tracking Number: MNLF-128190259 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number:
 Company Tracking Number:
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: DIO Option
 Project Name/Number: DIO Option (July 2012)/

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: N/A to this type of filing		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Application forms approved July 21, 2011 (Serff Filing Number: MNLF-127324195)		
Attachments: GP1602(AR)(0711)-457.pdf GP1600(AR)(0711).pdf		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachment: Actuarial Memorandum - GAC1000(ARA06)(0712) et al.pdf		

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variability		
Comments:		
Attachments: memo of variability ARA06(0712).pdf memo of variability 457(0712).pdf		

	Item Status:	Status

SERFF Tracking Number: MNLF-128190259 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number:
Company Tracking Number:
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: DIO Option
Project Name/Number: DIO Option (July 2012)/

Date:

Satisfied - Item: Redline Copy

Comments:

Attachments:

GAC1000(ARA06)(0712) redline.pdf

GAC1100(457)(0712) redline.pdf

Item Status:

Status

Date:

Satisfied - Item: Summary of Key Changes

Comments:

Attachment:

SUMMARY OF KEY CONTRACT CHANGES - GAC1000(ARA06)(0712) et al.pdf

Item Status:

Status

Date:

Satisfied - Item: Forms Use Summary

Comments:

Attachments:

AR - Forms Use Summary.pdf

Contract Use Summary - Contract.pdf



Group Annuity Contract Application

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

A Stock Company

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

SECTION A - APPLICANT

1. Name

	Plan Name	
The Trustees of		Plan

2. Trustee's Address

	Street No. and Name	
		Suite No.
	City	State Zip Code

SECTION B - CONTRACT EFFECTIVE DATE

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

SECTION C - PLAN INFORMATION

1. Name of Plan Sponsor

	Employer

2. Employer's Address

	Street No. and Name	
		Suite No.
	City	State Zip Code

3. Type of Organization Sponsoring Plan:

- State
 Political Subdivision of a State, including a Municipality
 Agency or Instrumentality of a State or of a Political Subdivision of a State, including a Municipality

SECTION D - SPECIFICATIONS

1. Estimated Annual Recurring Contributions:

	\$
--	----

2. Estimated amount of first year external transfer contributions:

	\$
--	----

3. The external transfer contribution will be (if applicable):

Contributed in one lump sum at Contract inception

Contributed in installments

	Specify timing and amounts

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

SECTION E - AUTHORIZATION

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

Print Name – First	Last	Title	Signature
Print Name – First	Last	Title	Signature

SECTION F - APPLICANT'S STATEMENT

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

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

Signed at

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

On

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

On Behalf of Contractholder by

Print Name – First	Last	Title Trustee	Signature
Print Name – First	Last	Title Trustee	Signature
Print Name – First	Last	Title Trustee	Signature

Witness

Print Name – First	Last	Signature
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Group Annuity Contract Application

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

A Stock Company

Available ONLY to Plans Qualified under Section 401(a) of the Internal Revenue Code

SECTION A - APPLICANT

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

SECTION B - CONTRACT EFFECTIVE DATE

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

SECTION C - PLAN INFORMATION

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

3. Type of Organization Sponsoring Plan:
[] Corporation [] Sole Proprietorship [] Partnership [] Other []

If the above Organization is a government entity, please also select appropriate option below:
[] State [] Political Subdivision of a State, including a Municipality [] Agency or Instrumentality of a State or of a Political Subdivision of a State, including a Municipality

4. Type of Qualified 401(a) Plan:
[] Profit Sharing / 401(k) Standard [] Profit Sharing / 401(k) SIMPLE [] Profit Sharing / Safe Harbor 401(k)
[] Profit Sharing (excluding 401(k)) [] Money Purchase [] Defined Benefit
[] Other []

5. Are you using John Hancock Life Insurance Company (U.S.A.) Prototype Plan Document?
[] Yes (complete the following) [] Standardized [] Non-Standardized
[] No (continue to Section D) [] IRS Serial Number

SECTION D - SPECIFICATIONS

1. Estimated Annual Recurring Contributions: \$ []
2. Estimated amount of first year external transfer contributions: \$ []
3. The external transfer contribution will be:
[] Contributed in one lump sum at Contract inception
[] Contributed in installments [] Specify timing and amounts

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

SECTION E – AUTHORIZATION

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

Print Name – First	Last	Title	Signature
Print Name – First	Last	Title	Signature

SECTION F - APPLICANT'S STATEMENT

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

I agree to furnish John Hancock USA with any Plan information or documents that John Hancock USA may require in order to provide the services set forth under the Contract and, if applicable, to determine if any investment option offered under the Plan is a Competing Investment Option. I certify that the Plan is qualified under Section 401(a) of the Internal Revenue Code, and agree to notify John Hancock USA immediately if the Plan is no longer so qualified.

Signed at

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

On

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

On Behalf of Contractholder by

Print Name – First	Last	Title Trustee	Signature
Print Name – First	Last	Title Trustee	Signature
Print Name – First	Last	Title Trustee	Signature

Witness

Print Name – First	Last	Signature
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GUIDE TO ALTERNATE LANGUAGE USE FOR FORM GAC1000(ARA06)(0712)

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

Page Number

Description

GAC1000(ARA06)(0712)-1	[01][02][03][03a]- bracketed areas are contract specific and will be filled appropriate to the contract information provided by the client. [06][07][08]
	[04] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
	[05] -include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
	[09] -Company officer signatures bracketed as they may change.

GAC1000(ARA06)(0712)-2	[01] - include only if Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that it is included or excluded.
	[02] - section number will be either 23, if Force Majeure section is included, or 22 if it is not included.
	[03] - include only when Credit Schedule is applicable. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
	[04] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
	[05] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.

GAC1000(ARA06)(0712)-3	[01][03][04] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
	[02] - include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.

GAC1000(ARA06)(0712)-4	[01] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
	[02] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.

[03] - minimum number of days in which an advance written notice of change will be provided.

GAC1000(ARA06)(0712)-5 [01][3a][06] - include only when the Guaranteed Interest Accounts are selected. The text is not
[07a] variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

[02] - maximum number of days billed amounts are due and payable after the date of
the bill.

[03][03b] - include only when Market Value Equalizer applies. The range for [03b] is 1 – 5%.

[04][04a] - include only when Market Value Equalizer applies. The range for [04a] is 1 – 7.

[05][07] - include only when the Lifetime Income Benefit Rider is selected. The text is not
variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

GAC1000(ARA06)(0712)-6/7 [01] - include only when financial hardship withdrawals apply. The text is not
variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

[02] - include only when withdrawals for return of excess amounts apply. The text is
not variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

[03] - include only when withdrawals for required minimum distributions apply. The
text is not variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

[04] - include only when pre-retirement distributions are permitted by the Plan. The
text is not variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

[05] - include only when withdrawals for employee voluntary contributions apply. The
text is not variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

[06][07][13] - include only when the Lifetime Income Benefit Rider is selected. The text is not
variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

[08][09] - include only when the Stable Value Fund Sub-account is selected. The text is
not variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

[10] - include only when the Guaranteed Interest Accounts are selected. The text is not
variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature.

[10a][10b][10c] - include only when the Guaranteed Interest Accounts have been selected and the
specific withdrawal types are included in the Contract. Numbers as appropriate
to applicable withdrawals.

[10d] - include only when the Lifetime Income Benefit Rider is selected. The text is not
variable. The text is in brackets to show that it is included or excluded
depending on whether the contractholder selected this feature. Number as
appropriate to applicable withdrawals.

- [11] - include number as appropriate depending on withdrawals applicable to the contract.
- [12] - section number will be either 23, if Force Majeure section is included, or 22 if it is not included.

-
- GAC1000(ARA06)(0712)-8
- [01] - minimum number of days a contribution should be received after the contribution frequency selected by the Contractholder to ensure discontinuance will not occur.
 - [02][03] - use when contract discontinuance occurs if Contract assets fall below \$100,000 (range is \$70,000-\$100,000) and/or if contributions in the last two years average less than \$50,000 (range is \$35,000-\$50,000).
 - [02a][03a] - use when contract discontinuance occurs if Contract assets during the first 7 years (range is 2-7 years), fall below the amount of the transfer contributions indicated on the Application and thereafter assets fall below \$100,000 (range is \$70,000 to \$100,000), or if contributions in the last two years average less than 95% (range is 80%-95%) of the estimated contributions.
 - [04] - include only if plan type on Application is not Defined Benefit. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.

-
- GAC1000(ARA06)(0712)-9
- [01] - include only when state premium tax is applicable. It will be applicable based on the State. The text is not variable. The text is in brackets to show that it is included or excluded.

-
- GAC1000(ARA06)(0712)-11
- [01] - include only when Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that it is included or excluded.
 - [02] - section number will be either 23, if Force Majeure section is included, or 22 if it is not included.
 - [03][04] - include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
 - [03a][03b] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
 - [05] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
-

- [01] - not applicable to pricing option shown in variable [10]. The text is not variable. Text is in brackets to show that it is included or excluded depending on the contractholder's applicable pricing.
- [01a][05] - include only if a blended asset charge applies and the asset charge is not flat. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
- [02] - include when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
- [02a] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
- [03][04] - include when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
- [06] - include only if a conditional fee applies and the asset charge is not flat.
 [06a] 'total Contract Assets' range \$300,000-\$500,000.
 [06b] 'total recurring contributions' range \$70,000-\$100,000.
 [06c] 'charge' range is \$2,000-\$4,000.
 The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
- [07] - include only for cases where asset charge scale is different from the second year on. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
- [08] - only include if a graded scale applies.
 The ranges for "Annualized Asset Charge" are:
- | | |
|-------------------|---------------------------|
| first \$ 100,000 | 0 (if no charges) - 6.00% |
| next \$ 150,000 | 0 (if no charges) - 5.90% |
| next \$ 250,000 | 0 (if no charges) - 5.80% |
| next \$ 250,000 | 0 (if no charges) - 5.70% |
| next \$ 250,000 | 0 (if no charges) - 5.60% |
| next \$ 1,000,000 | 0 (if no charges) - 5.50% |
| next \$ 1,000,000 | 0 (if no charges) - 5.40% |
| over \$ 3,000,000 | 0 (if no charges) - 5.30% |
- [08a] -include only if reduction to the asset charges applies.
 The ranges for the Annualized Reduction "Scale 1" and "Scale 2" are:
- | | |
|-------------------|----------------------------|
| first \$ 100,000 | 0 (if no charges) - 1.000% |
| next \$ 150,000 | 0 (if no charges) - 0.900% |
| next \$ 250,000 | 0 (if no charges) - 0.800% |
| next \$ 250,000 | 0 (if no charges) - 0.700% |
| next \$ 250,000 | 0 (if no charges) - 0.600% |
| next \$ 1,000,000 | 0 (if no charges) - 0.500% |
| next \$ 1,000,000 | 0 (if no charges) - 0.400% |
| over \$ 3,000,000 | 0 (if no charges) - 0.300% |
- [09][09a][09b] - include only if a flat asset charge applies. The range for [09a] the "Annualized Asset Charge" is 0 – 4%. [09b] "Contract Assets" are equal to or greater than \$1,000,000 to \$3,000,000. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature and waiver is applied.

- [10][10a][10b] - include only if pricing is included in the Sales and Service Fee as opposed to an Asset Charge. [10a] range for Annualized Asset Charge is 0 - 5%. [10b] “Contract Assets’ are equal to or greater than \$1,000,000 to \$3,000,000. The text is not variable. The text is in brackets to show it is included or excluded depending on whether the contractholder selected this feature and waiver is applied.

- [11] - include only when annualized reduction is applicable. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
 [11a] ‘contract assets’ range \$1,000,000 to \$3,000,000
 [11b] ‘transfer contributions per participants’ range is \$10,000 to \$30,000

- [12] - include only for cases where the graded asset charge scale is different from the second year on. The ranges are the same as [08] and [08a].. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.

- [13] - always include if [08] or [12] applies. [13a] “Contract Assets” are equal to or greater than \$1,000,000 to \$3,000,000. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature and reduction is applied.

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

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

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

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

- [17] - include only when maximum limit is mandated by state. It will be applicable based on the State. The text is not variable. The text is in brackets to show that it is included or excluded.

GAC1000(ARA06)(0712)-15

[18]

- include only when the Withdrawal Charges applies.
The ranges are:

<u>Contract Year in which Withdrawal Occurs</u>	<u>Withdrawal Charge as %</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	0 – 8.00%	0 – 7.00%
2	0 – 8.00%	0 – 7.00%
3	0 – 8.00%	0 – 7.00%
4	0 – 8.00%	0 – 7.00%
5	0 – 7.50%	0 – 6.50%
6	0 – 7.00%	0 – 6.00%
7	0 – 6.50%	0 – 5.50%
8	0 – 6.00%	0 – 5.00%
9	0 – 5.50%	0 – 4.50%
10	0 – 5.00%	0 – 4.00%
More than 10	0.00%	0.00%

[19]

- include only when the Discontinuance Charges applies.
The ranges are:

<u>Contract Year in which Discontinuance Occurs</u>	<u>Discontinuance Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	0 – 8.00%	0 – 7.00%
2	0 – 8.00%	0 – 7.00%
3	0 – 8.00%	0 – 7.00%
4	0 – 8.00%	0 – 7.00%
5	0 – 7.50%	0 – 6.50%
6	0 – 7.00%	0 – 6.00%
7	0 – 6.50%	0 – 5.50%
8	0 – 6.00%	0 – 5.00%
9	0 – 5.50%	0 – 4.50%
10	0 – 5.00%	0 – 4.00%
More than 10	0.00%	0.00%

[20]

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

GAC1000(ARA06)(0712)-16

[01]

- The text is not variable. Credit Schedule is included or excluded depending on whether the contractholder selected this feature and credits are applicable.

[02]

- The text is not variable. It is included or excluded depending on whether the contractholder has selected this feature. The range for the annualized credit is 0 – 1.00%

[02a] ‘expected Transfer Contributions’ range is \$500,000 to \$15,000,000

[02b] ‘expected Recurring Contributions’ range is \$500,000 to \$15,000,000

[02c] ‘expected average Transfer Contributions per participant’ range is \$10,000 to \$30,000

[02d] ‘expected average Recurring Contributions per participant’ range is \$10,000 to \$30,000

[02e] the sum of ‘expected Transfer Contributions’ and ‘expected Recurring Contributions’ range is \$500,000 to \$20,000,000

[02f] the sum of ‘expected average Transfer Contributions per participant’ and ‘expected average Recurring Contributions per participant’ range is \$10,000 to \$50,000

[02g] 'percentage of Contributions invested' range is 50-100%. Fund selection may vary, however any changes will be filed as part of our ongoing investment line-up due diligence.

[02h] The text is not variable. It is included or excluded depending on whether [02a], [02c], [02e], or [02f] are applicable.

[03] The text is not variable. It is included or excluded depending on whether the contractholder has selected the feature. Fund selection may vary, however any changes will be filed as part of our ongoing investment line-up due diligence.

[03a] 'External Transfer Contributions' range is \$500,000 to \$15,000,000

[03b] 'annualized credit' range is 0% - 1%

[03c] 'total assets received and invested' range is \$500,000 to \$15,000,000

[03d] 'minimum percentage requirement' range is 50% – 100%

GP1900.3

[01][02]

- bracketed areas are contract specific and will be filled appropriate to the contract information provided by the client.

GUIDE TO ALTERNATE LANGUAGE USE FOR FORM GAC1100(457)(0712)

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

Page Number

Description

GAC1100(457)(0712)-1	[01][02][03][03a] [06][07][08]	- bracketed areas are contract specific and will be filled appropriate to the contract information provided by the client.
	[04]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[05]	-include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[09]	-Company officer signatures bracketed as they may change

GAC1100(457)(0712)-2	[01]	- include only if Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that is included or excluded.
	[02]	- section number will be either 23, if Force Majeure section is included, or 22 if it is not included.
	[03]	- include only when Credit Schedule is applicable. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
	[04]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[05]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

GAC1100(457)(0712)-3	[01][03][04]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

- GAC1100(457)(0712)-4
- [01] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
 - [02] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
 - [03] - minimum number of days in which an advance written notice of change will be provided.
-

- GAC1100(457)(0712)-5
- [01][03a][06][07a] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
 - [02] - maximum number of days billed amounts are due and payable after the date of the bill.
 - [03][03b] - include only when Market Value Equalizer applies. The range for [2b] is 1 – 5%
 - [04][04a] - include only when Market Value Equalizer applies. The range for [3a] is 1 – 7
 - [05][07] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
-

- GAC1100(457)(0712)-6/7
- [01][02][05a][07] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
 - [03][04] - include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
 - [05] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
 - [06] - section number will be either 23, if Force Majeure section is included, or 22 if it is not included.
-

- GAC1100(457)(0712)-8
- [01] - minimum number of days a contribution should be received after the contribution frequency selected by the Contractholder to ensure discontinuance will not occur
 - [02][03] - use when contract discontinuance occurs if Contract assets fall below \$100,000 (range is \$70,000 to \$100,000) and/or if contributions in the last two years average less than \$50,000 (range is \$35,000 to \$50,000).

[02a][03a] - use when contract discontinuance occurs if Contract assets during the first 7 years (range is 2-7 years), fall below the amount of the transfer contributions indicated on the Application and thereafter assets fall below \$100,000 (range is \$70,000 to \$100,000), or if contributions in the last two years average less than 95% (range is 80%-95%) of the estimated contributions.

GAC1100(457)(0712)-9 [01] - include only when state premium tax is applicable. The text is not variable. The text is in brackets to show that is included or excluded.

GAC1100(457)(0712)-11 [01] - include only when Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that is included or excluded.

[02] - section number will be either 23, if Force Majeure section is included, or 22 if it is not included.

[03][04] - include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

[03a][03b] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

[05] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

GAC1100(457)(0712)-13 [01] - not applicable to pricing option shown in variable [10]. The text is not variable. Text is in brackets to show that it is included or excluded depending on the contractholder's applicable pricing.

[01a][05] - include only if a blended asset charge applies and the asset charge is not flat. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

[02] - include when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

[02a] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

[03][04] - include when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

- [06] - include only if a conditional fee applies and the asset charge is not flat.
 [06a] 'total Contract Assets' range \$300,000 to \$500,000
 [06b] 'total Recurring Contributions' range \$70,000 to \$100,000
 [06c] 'charge' range is \$2,000-\$4,000
 The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
- [07] - include only for cases where asset charge scale is different from the second year on. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
- [08] - only include if a graded scale applies.
 The ranges for "Annualized Asset Charge" are:
- | | |
|-------------------|---------------------------|
| first \$ 100,000 | 0 (if no charges) - 6.00% |
| next \$ 150,000 | 0 (if no charges) - 5.90% |
| next \$ 250,000 | 0 (if no charges) - 5.80% |
| next \$ 250,000 | 0 (if no charges) - 5.70% |
| next \$ 250,000 | 0 (if no charges) - 5.60% |
| next \$ 1,000,000 | 0 (if no charges) - 5.50% |
| next \$ 1,000,000 | 0 (if no charges) - 5.40% |
| over \$ 3,000,000 | 0 (if no charges) - 5.30% |
- [08a] - include only if reduction to the asset charges applies.
 The ranges for the "Annualized Reduction "Scale 1" and "Scale 2" are:
- | | |
|-------------------|----------------------------|
| first \$ 100,000 | 0 (if no charges) - 1.000% |
| next \$ 150,000 | 0 (if no charges) - 0.900% |
| next \$ 250,000 | 0 (if no charges) - 0.800% |
| next \$ 250,000 | 0 (if no charges) - 0.700% |
| next \$ 250,000 | 0 (if no charges) - 0.600% |
| next \$ 1,000,000 | 0 (if no charges) - 0.500% |
| next \$ 1,000,000 | 0 (if no charges) - 0.400% |
| over \$ 3,000,000 | 0 (if no charges) - 0.300% |
- [09][09a][09b] - include only if a flat asset charge applies. The range for [09a] the "Annualized Asset Charge" is 0 – 4%. [09b] "Contract Assets" are equal to or greater than \$1,000,000 to \$3,000,000. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature and waiver is applied.

- GAC1100(457)(0712)-14
- [10][10a][10b] - include only if pricing is included in the Sales and Service Fee as opposed to an Asset Charge. [10a] range for Annualized Asset Charge is 0 – 5%. [10b] "Contract Assets" are equal to or greater than \$1,000,000 to \$3,000,000. The text is not variable. The text is in brackets to show it is included or excluded depending on whether the contractholder selected this feature and waiver is applied.
- [11] - include only when annualized reduction is applicable. The text is not variable. The text is in brackets to show that it is included or excluded depending on whether the contractholder selected this feature.
 [11a] 'contract assets' range \$1,000,000 to \$3,000,000
 [11b] 'transfer contributions per participant' range is \$10,000 to \$30,000
- [12] - include only for cases where the graded asset charge scale is different from the second year on. The ranges are the same as [08] and [08a]. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

[13] - always include if [08] or [12] applies. [13a] “Contract Assets” are equal to or greater than \$1,000,000 to \$3,000,000. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature and reduction is applied.

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

The ranges are:

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

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

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

[17] - include only when maximum limit is mandated by state. The text is not variable. The text is in brackets to show that is included or excluded.

GAC1100(457)(0712)-15

[18] - include only when the Withdrawal Charges applies.
The ranges are:

<u>Contract Year in which Withdrawal Occurs</u>	<u>Withdrawal Charge as %</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	0 – 8.00%	0 – 7.00%
2	0 – 8.00%	0 – 7.00%
3	0 – 8.00%	0 – 7.00%
4	0 – 8.00%	0 – 7.00%
5	0 – 7.50%	0 – 6.50%
6	0 – 7.00%	0 – 6.00%
7	0 – 6.50%	0 – 5.50%
8	0 – 6.00%	0 – 5.00%
9	0 – 5.50%	0 – 4.50%
10	0 – 5.00%	0 – 4.00%
More than 10	0.00%	0.00%

- [19] - include only when the Discontinuance Charges applies.
The ranges are:

<u>Contract Year in which Discontinuance Occurs</u>	<u>Discontinuance Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	0 – 8.00%	0 – 7.00%
2	0 – 8.00%	0 – 7.00%
3	0 – 8.00%	0 – 7.00%
4	0 – 8.00%	0 – 7.00%
5	0 – 7.50%	0 – 6.50%
6	0 – 7.00%	0 – 6.00%
7	0 – 6.50%	0 – 5.50%
8	0 – 6.00%	0 – 5.00%
9	0 – 5.50%	0 – 4.50%
10	0 – 5.00%	0 – 4.00%
More than 10	0.00%	0.00%

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

GAC1100(457)(0712)-16

- [01] - The text is not variable. Credit Schedule is included or excluded depending on whether the contractholder selected this feature and credits are applicable.
- [02] - The text is not variable. It is included or excluded depending on whether the contractholder has selected this feature. The range for the annualized credit is 0 – 1.00%
- [02a] ‘expected Transfer Contributions’ range is \$500,000 to \$15,000,000
- [02b] ‘expected Recurring Contributions’ range is \$500,000 to \$15,000,000
- [02c] ‘expected average Transfer Contributions per participant’ range is \$10,000 to \$30,000
- [02d] ‘expected average Recurring Contributions per participant’ range is \$10,000 to \$30,000
- [02e] the sum of ‘expected Transfer Contributions’ and ‘expected Recurring Contributions’ range is \$500,000 to \$20,000,000
- [02f] the sum of ‘expected average Transfer Contributions per participant’ and ‘expected average Recurring Contributions per participant’ range is \$10,000 to \$50,000
- [02g] ‘percentage of Contributions invested’ range is 50-100%. Fund selection may vary, however any changes will be filed as part of our ongoing investment line-up due diligence.
- [02h] The text is not variable. It is included or excluded depending on whether [02a], [02c], [02e], or [02f] are applicable.
- [03] - The text is not variable. It is included or excluded depending on whether the contractholder has selected the feature. Fund selection may vary, however any changes will be filed as part of our ongoing investment line-up due diligence.
- [03a] ‘External Transfer Contributions’ range is \$500,000 to \$15,000,000
- [03b] ‘annualized credit’ range is 0% - 1%
- [03c] ‘total assets received and invested’ range is \$500,000 to \$15,000,000
- [03d] ‘minimum percentage requirement’ range is 50% – 100%

GP1900.3

- [01][02] - bracketed areas are contract specific and will be filled appropriate to the contract information provided by the client.



Group Annuity Contract
John Hancock Life Insurance Company (U.S.A.)
A Stock Company
601 Congress Street, Boston, MA, U.S.A., 02210
1-800-333-0963

CONTRACTHOLDER

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

CONTRACT NUMBER

[02] [00000]

CONTRACT EFFECTIVE DATE AND SITUS

[03] [January 1, 2012] at 12:01 a.m. local time at the Contractholder's address. This Contract is delivered in [03a][state] and is subject to its laws.

INVESTMENT OPTIONS AVAILABLE

[04] [Guaranteed Interest Accounts are as described in the Guaranteed Interest Accounts Rider.

THE VALUE OF INVESTMENTS IN THE COMPANY'S GUARANTEED INTEREST ACCOUNTS WILL VARY BASED ON THE MARKET VALUE ADJUSTMENT FORMULA IN THIS CONTRACT. INFORMATION PERTAINING TO THE MARKET VALUE ADJUSTMENT FOR THESE GUARANTEED INTEREST ACCOUNTS CAN BE FOUND IN THE GUARANTEED INTEREST ACCOUNTS RIDER OF THIS CONTRACT.]

Sub-accounts are as described on the appropriate Separate Account Riders that are attached to and form part of this Contract.
THE VALUE OF INVESTMENTS IN THE COMPANY'S SUB-ACCOUNTS WILL INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SUB-ACCOUNTS. THE COMPANY DOES NOT GUARANTEE THESE VALUES. INFORMATION PERTAINING TO THESE SUB-ACCOUNTS CAN BE FOUND IN THE APPROPRIATE SEPARATE ACCOUNT RIDERS ATTACHED TO THIS CONTRACT.

[05] [If a Stable Value Fund Sub-account is selected as an investment option, the Plan is not permitted to have any investment option that is a "Competing Investment Option", either in this Contract or elsewhere. A "Competing Investment Option" is defined in the "Definitions" section of this Contract.]

PLAN

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

PLAN SPONSOR

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

PRODUCT DESCRIPTION

This is an Unallocated Non-Participating Group Annuity Contract.

DATE OF ISSUE

[08] [January 1, 2012]

ISSUER

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

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

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

This Contract is a legal contract between the Contractholder and the Company.

To present inquiries or obtain information about coverage and to provide assistance in resolving complaints, call 1-800-333-0963.

[09]


SPECIMEN
 President


SPECIMEN
 Vice President, Counsel and Secretary

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1. DEFINITIONS

In this Contract, unless the context indicates otherwise:

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

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

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

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

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

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

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

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

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

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

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

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

“**Recurring Contribution**” means any Contribution that is remitted to the Company on an ongoing periodic basis with direction to invest in Sub-Accounts or other Investment Options available under this Contract.

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

“**Separate Account**” means an account which is segregated from the general funds of the Company. Any income, gains or losses whether realized or unrealized, from assets in a Separate Account will be credited to or charged against said account without regard to the other income, gains or losses of the Company. Assets allocated to a Separate Account shall not be chargeable with liabilities arising out of any other business the Company may conduct. The Company owns the assets held in the Separate Accounts and is not a Trustee as to such amounts.

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

“**Transfer Contribution**” means any Contribution that is not a Recurring Contribution.

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

2. CURRENCY

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

3. CONTRIBUTIONS AND ACCOUNTS

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

Contributions remitted to this Contract may be invested only in the Investment Options selected by the Contractholder. The provisions applicable to the Investment Options available under this Contract are found in the [01][Guaranteed Interest Accounts Rider,] [02][Lifetime Income Benefit Rider] [and] appropriate Separate Account Riders attached to this Contract.

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

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

The Company may receive and retain earnings on Contract assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account under the terms of the Contract.

Contributions will be deemed received in accordance with Section 9, Financial Transaction Processing.

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

The Company may refuse future contributions to certain or all Investment Options under this Contract, subject to the provisions of either Section 4, Notice of Change, or Section 8, Discontinuance of Contributions.

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

4. NOTICE OF CHANGE

Subject to the provisions included below, we may, from time to time, propose to:

- i) add to, remove, merge and/or substitute the Investment Options offered under the Contract,
- ii) [change the fees, charges or credits under this Contract](#), or
- iii) make [material modifications to the services provided](#) with respect to this Contract.

If any such proposed change is made, we will provide at least [03][60 days] advance written notice to you. Such notice will provide the following information:

- i) a description of the change and the reason for the change,
- ii) any resulting change in fees, charges [or credits](#),
- iii) the effective date of the change,

and such other information as may reasonably be required or requested by you to help you decide whether to accept or reject the change as part of your fiduciary responsibility to the Plan. Such notification may be provided in writing or, if applicable, via a mutually agreed upon electronic medium.

Your failure to object within a reasonable period, as specified in the notice, to any changes proposed by us will be treated as your consent to those changes. In the event that you object to the changes, you may terminate the Contract without penalty, (other than amounts charged to allow recoupment of the start-up costs of the Contract), as that term is interpreted in accordance with Section 408(b)(2) and Reg. Section 2550.408b-2(c) of ERISA. The effective date of the termination will be a date mutually agreed to by you and us, provided that such date allows a reasonable period for you to locate another service provider in place of the Company. This paragraph is intended to be interpreted in a manner that is consistent with the Department of Labor Advisory Opinion 97-16A.

5. CHARGES

Charges are outlined in the Charge Schedule which is part of this Contract. The charges are guaranteed for the first Contract Year. Thereafter, the charges will be in accordance with the Charge Schedule, and may be changed only if such change is made pursuant to the provisions in Section 4, Notice of Change.

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

- a) deducted from the [01][Guaranteed Interest Accounts and] Sub-accounts; and/or
- b) billed to the Contractholder. Billed amounts are due and payable [02][31] days after the date of the bill. Failure to pay within this time frame will result in a deduction of such charges and/or fees from Contract Assets. The Contractholder agrees that the Company may deduct all future charges and/or fees from Contract Assets if payment of billed charges and/or fees has defaulted at least once.

[03][The Company has provided additional money to the Contractholder to compensate for the prior carrier's market value adjustment to the [03a] [Guaranteed Interest Accounts and/or] prior carrier's back end/discontinuance charge. The total value of this additional money is [03b] [V1%] of the total transfer contributions as indicated on the application.]

[04][The Company will recover the money paid out as outlined above over a period of [04a] [V2] Contract Years through adjustments to Asset Charges and Discontinuance Charges as outlined in the Charge Schedule of this Contract.]

6. INTER-ACCOUNT TRANSFERS

The transfer of contributions between accounts will be permitted, subject to any restrictions specified in this Contract [and][,] in our administrative guidelines [05][and the Lifetime Income Benefit Rider].

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

An underlying mutual fund, trust or portfolio of a Sub-account may impose redemption or other fees with respect to certain transfers. Any such fee so imposed will be deducted from the Sub-accounts.

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

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

[07][Inter-account transfers from any Applicable Investment Option to a Sub-account that is not an Applicable Investment Option, [07a][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.]

Inter-account transfers will be processed in accordance with Section 9, Financial Transaction Processing.

This Contract is not designed for entities or persons engaging in short-term investing since such activity may increase investment option transaction costs and be disruptive to the management of the Investment Options under the Contract. If the underlying mutual fund, trust, portfolio, or the Company (in accordance with our short term trading policy detailed in our administrative guidelines), determines that any transfer disrupts or may potentially disrupt the management of an investment option or increase investment option transaction costs ("disruptive short term trading"), and that, in the interest of the mutual fund, trust, portfolio or Sub-account, trading restrictions should be imposed, such restrictions will be imposed, which include, but are not limited to:

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

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

7. WITHDRAWALS

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

- 1) severance from employment or termination of employment, as applicable, as defined by the Internal Revenue Service;
- 2) retirement (as defined in the Plan);
- 3) disability;
- 4) death;

[01][5] financial hardship;]

[02][6] return of excess amounts;]

[03][7] required minimum distribution;]

- 8) withdrawals permitted under Section 414(w)(2) of the Internal Revenue Code;
- 9) eligible rollover distributions (other than those enumerated above);
- 10) withdrawals required by a court of competent jurisdiction or any federal or state regulatory agency;
- 11) Contract termination;

[04][12] pre-retirement distribution as permitted by the Plan [.][:][and]]

[05][13] employee voluntary contribution][.][:; and]]

[06][14] periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.]

Withdrawals are allowed under this Contract only if they are permitted under your Plan. The Company will not be responsible for determining if withdrawals are permitted under the Plan. Withdrawals will be distributed or applied in accordance with your instructions, subject to the terms of the Contract [07][and the Lifetime Income Benefit Rider].

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

Withdrawals from Sub-accounts [08][,excluding a Stable Value Fund Sub-account,] will be made at Market Value regardless of the type of withdrawal or when the withdrawal is made. [09][Notwithstanding any other provisions herein, withdrawals from a Stable Value Fund Sub-account will be made in accordance with, and subject to, the provisions specified in the Stable Value Fund Sub-account description.]

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

- [10a] ● Withdrawal types [1-7] will be made at Book Value.
- [10b] ● Withdrawal types [8-11] will be made at the lesser of Book or Market Value.
- [10c] ● [Withdrawal type[s] 12[and 13] will be made at Market Value.]
- [10d] ● [Withdrawal type 14 will be made in accordance with the provisions in the Lifetime Income Benefit Rider.]
- Withdrawals allowed for reasons other than those specifically itemized above in the Withdrawals section will be made at the lesser of Book or Market Value.]

Withdrawals will be processed in accordance with Section 9, Financial Transaction Processing. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

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

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

Withdrawal type [11][11] Contract termination, will be processed in accordance with Section [12][23], Termination of the Contract.

For the purposes of this section "payment" means a single premium, a lump sum, [13][a withdrawal pursuant to the Lifetime Income Benefit Rider,] or any other form of payment offered by the Company at the time of the withdrawal.

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

8. DISCONTINUANCE OF CONTRIBUTIONS

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

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

A discontinuance may occur for any of the following reasons:

- a) A contribution is not received [01][90] days after the contribution frequency selected by the Contractholder;
- [02] [b) Contract Assets fall below [\$100,000.00] at any time following the second Contract anniversary;]
- [02a] [b) Contract Assets at any time during the first [7] Contract Years fall below the amount of transfer contributions indicated on the application. Thereafter, Contract Assets fall below [\$100,000.00] at any time;]
- [03] [c) contributions in the last [2] years average less than [\$50,000.00] per year;
- [03a] [c) contributions in the last [2] years average less than [95%] of the current year estimated contributions excluding transfer contributions as indicated on the application;]
- [04] [d) there are less than 2 Participants who are making contributions to the Contract in accordance with the frequency of contributions selected on the application;]
- e) the Plan Sponsor becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers, or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights;
- f) we receive evidence or otherwise acquire knowledge that the Plan has failed to qualify or remain qualified under Section 401(a) of the Internal Revenue Code; or
- g) Contract Termination.

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

Upon a discontinuance of contributions, we will refuse future contributions. Assets that remain in the Contract after a discontinuance of contributions will be subject to all charges and fees outlined in the schedules and riders attached to this Contract.

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

9. FINANCIAL TRANSACTION PROCESSING

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

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

10. NO ASSIGNMENT

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

11. LIMITATION ON PAYMENTS

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

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

12. FORM OF FIXED ANNUITY

The forms of fixed annuity available under this Contract are:

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

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

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

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

13. IMMEDIATE ANNUITY PURCHASE RATES

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

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

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

The Company will also establish a more current table of immediate annuity purchase rates which may be used when an immediate annuity is purchased under the terms of the Contract. These rates will be subject to change at any time and will only be used if they are more favorable than the guaranteed rates applicable to the Contract. [01][If these rates are used, the applicable state premium tax must be paid at the time a fixed annuity is purchased.]

14. DATA REQUIRED

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

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

15. INCORRECT INFORMATION GIVEN TO THE COMPANY

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

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

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

16. CONTRACT

This Contract supersedes all representations, discussions and negotiations leading up to the execution and issuance of the Contract.

Subject to Section 4, Notice of Change, this Contract may be changed by rider, endorsement or amendment. Such written agreement must be signed for the Company by the President or a Vice-President. Such change of the Contract will not require the consent of any Participant or beneficiary.

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

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

17. CONTRACT INVESTMENT OPTIONS

All Investment Options available under this Contract are made available to all of our Contractholders. We make no representations that our Group Annuity Contract and/or any or our Investment Options are appropriate for any particular employer's plan or its participants.

18. NON-WAIVER OF CONTRACT PROVISIONS

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

19. RELIANCE ON ACTION BY CONTRACTHOLDER

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

20. WRITTEN INSTRUCTIONS

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

21. OWNERSHIP

All rights of ownership in this Contract will vest in and be exercised by the Contractholder. Participants will have no rights of ownership in this Contract other than as expressly provided under any fixed annuity issued in accordance with Section 12, Form of Fixed Annuity.

[01][22. FORCE MAJEURE

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

[02][23].TERMINATION OF THE CONTRACT

The Contractholder may terminate this Contract by requesting a withdrawal of the balance of all accounts [03][provided that, if at the time of termination the Contract contains a Stable Value Fund Sub-account, termination of the Contract will be processed subject to the provisions in such Sub-account], [03a][further provided that, if at the time of termination of the Contract, the Lifetime Income Benefit Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider].

The Company may also terminate this Contract if the Contract has been discontinued in accordance with Section 8, Discontinuance of Contributions. We will provide the Contractholder with three months advance written notice of our intention to terminate the Contract.

After applying a discontinuance charge, and if applicable, any other charges to this Contract, the Company will distribute [03b][, subject to the provisions in the Lifetime Income Benefit,] the remaining Assets in accordance with the following:

1. Sub-account assets will be at Market Value [04][, except for the Stable Value Fund Sub-account which will be as determined by the provisions in the Stable Value Fund Sub-account description of this Contract] [.][:]

[05][2. Guaranteed Interest Account assets at your election will be:

- a) an amount equal to the lesser of the Book or Market Value of the Guaranteed Interest Accounts; or
- b) annually, the total amount that becomes available for reinvestment from the Guaranteed Interest Accounts until all such monies are exhausted.]

While Assets remain with the Company, they will be subject to all charges and fees outlined in the schedules and riders which are part of this Contract.

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

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

SERVICE SCHEDULE

In consideration of all the charges, fees and other compensation directly or indirectly received in connection with this Contract, the Company agrees to perform certain administrative and recordkeeping services relating to the Contract, for the Contractholder, in addition to providing the investment and distribution options contained herein.

These services include, but are not limited to, the following:

- An administration manual and the forms needed to facilitate Contract administration.
- Recordkeeping of contributions.
- Confirmation statements showing enrollments, contributions, allocations, withdrawals and inter-account transfers processed.
- Quarterly, semi-annual, and/or annual statements showing contributions and withdrawals processed and interest credited.
- Website services.
- Transmission of purchase and redemption orders for the Sub-accounts in accordance with procedures established by the underlying funds.
- Toll free phone access.
- Customer service, audit package, annual contract review, enrollment materials-kits, investment monitoring tools, distribution processing and applicable tax withholding and reporting.
- Upon request, at retirement:
 - illustrations of fixed annuity options available from the Company
 - election of fixed annuity
 - payment of fixed annuity
 - certificate for retired participant.
- At Contract transfer or termination:
 - transfer or payment of Contract assets
 - final accounting statement.

By performing these services, the Company does not assume any fiduciary responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, or any responsibility to provide distribution notices of any type to participants.

CHARGE SCHEDULE

ASSET CHARGES

[01][Unless otherwise specified in the Contract, asset charges will be computed monthly and will be billed or deducted as agreed upon between you and us. Upon discontinuance of Contributions, asset charges will be computed and deducted as of the discontinuance date, and deducted thereafter only.]

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

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

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

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

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

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

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

- a) the total Contract Assets are less than [06a][\$500,000], and
- b) the total recurring Contributions for the Contract Year received by the Company are less than [06b][\$100,000].

For each such year, the charge will be [06c][\$4,000]. Such amount will be converted into an equivalent monthly amount and deducted proportionately from all accounts maintained under the Contract, based on account balances at the time of the deduction. The deduction will apply for each month that the contract remains in force in the following Contract Year. This conditional fee cannot be billed.]

ASSET CHARGE SCALE

[07][First Contract Year Only]

[08][Contract Assets]	Annualized Asset Charge	[08a]Annualized Reduction Scale 1	[08a]Annualized Reduction Scale 2
[first \$ 100,000]	[6.00%]	[1.000%]	[1.000%]
[next \$ 150,000]	[5.90%]	[0.900%]	[0.900%]
[next \$ 250,000]	[5.80%]	[0.800%]	[0.800%]
[next \$ 250,000]	[5.70%]	[0.700%]	[0.700%]
[next \$ 250,000]	[5.60%]	[0.600%]	[0.600%]
[next \$ 1,000,000]	[5.50%]	[0.500%]	[0.500%]
[next \$ <u>1,000,000</u>]	[5.40%]	[0.400%]	[0.400%]
[over \$ <u>3,000,000</u>]	[5.30%]	[0.300%]	[0.300%]

[09][The Annualized Asset Charge is [09a][4.00%]]. [The Annualized Asset Charge will be waived once total contract assets are more than [09b][\$3,000,000] at the end of the month. The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if Contract Assets remain equal to or greater than [09b][\$3,000,000] at the end of each month.]

[10][The Annualized Asset Charge is [10a][5.00%]. [The Annualized Asset Charge will be waived (0.00% asset charge) once total contract assets are more than [10b][3,000,000] at the end of the month. The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if total Contract Assets remain equal to or greater than [10b][3,000,000] at the end of each month.] The Annualized Asset Charge applicable to this Contract will be included in the Sales and Service Fee, as described in the Separate Account Riders.]

[11][An Annualized Reduction will be applied to the calculation of the Asset Charge, if the amount of Transfer Contributions, as indicated by the Contractholder, are at least [11a][3,000,000]. If average Transfer Contributions per participant for the first Contract Year, as indicated by the Contractholder, are at least [11b][30,000], Annualized Reduction Scale 1 will apply. If average Transfer Contributions per participant for the first Contract Year, as indicated by the Contractholder, are less than [11b][30,000], Annualized Reduction Scale 2 will apply. The applicable Annualized Reduction Scale will apply to the asset charge calculated for the first 120 days from the Contract Effective Date, and will apply to each month thereafter only if Contract Assets are equal to or greater than [11a][3,000,000] at the end of the preceding month.]

[12][Second Contract Year and After

<u>Contract Assets</u>	<u>Annualized Asset Charge</u>	<u>Annualized Reduction Scale 1</u>	<u>Annualized Reduction Scale 2</u>
[first \$ 100,000]	[6.00%]	[1.000%]	[1.000%]
[next \$ 150,000]	[5.90%]	[0.900%]	[0.900%]
[next \$ 250,000]	[5.80%]	[0.800%]	[0.800%]
[next \$ 250,000]	[5.70%]	[0.700%]	[0.700%]
[next \$ 250,000]	[5.60%]	[0.600%]	[0.600%]
[next \$ 1,000,000]	[5.50%]	[0.500%]	[0.500%]
[next \$ 1,000,000]	[5.40%]	[0.400%]	[0.400%]
[over \$ 3,000,000]	[5.30%]	[0.300%]	[0.300%]

[13][The annualized reduction to the Annualized Asset Charge will only apply if Contract Assets are equal to or greater than [13a][3,000,000] at the end of the month. The above annualized reductions will apply to the asset charge calculated for the following month. The reduction will continue to apply only if Contract Assets are equal to or greater than [13a][3,000,000] at the end of each month.]

[11][If Contract Assets are at least [11a][3,000,000] on the last day of a preceding month, an Annualized Reduction will be applied to the calculation of the Asset Charge for the following month. Annualized Reduction Scale 1 will apply if the amount of average Transfer Contributions per participant for the first Contract Year was at least [11b][30,000]. Annualized Reduction Scale 2 will apply if the average Transfer Contributions per participant for the first Contract Year was less than [11b][30,000]. The applicable Annualized Reduction Scale is determined at the end of the first Contract Year and, once determined, will be used to calculate the Asset Charge for each month in the remainder of the Contract's duration as long as Contract Assets are at least [11a][3,000,000] for the preceding month.]

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

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

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

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

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

Contract Year is determined based on the effective date of the Contract.

[17][The Asset charge will not increase to more than 3 times the amount(s) shown unless mutually agreed upon by the Contractholder and the Company.]

[18][WITHDRAWAL CHARGE SCALE

The Withdrawal Charge Scale is as follows:

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

[19][DISCONTINUANCE CHARGE SCALE

The Discontinuance Charge Scale is as follows:

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

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

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

[20]
[The Discontinuance charges shown above have been increased as outlined in the following scale, based on total transfer contributions as indicated on the application for the prior carrier's market value adjustment for Guaranteed Interest Accounts and/or the prior carrier's back end/discontinuance charge.

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

We may change any Charge Scale contained in this Schedule. Any change to a Charge Scale above will not take place until one year following the Contract Effective Date. We will give you notice of any intended change, in accordance with Section 4, Notice of Change.

[01][**CREDIT SCHEDULE**]

[02] If the following criteria are met, an annualized credit equal to [1.00%] of Contract Assets invested in the Investment Options under the Contract will be applied to the Contract on the last day of each month of [the first][each] Contract Year:

[02a] [Total expected [External] Transfer Contributions, as indicated by the Contractholder, are at least [\$15,000,000]][.]; [and]

[02b] [Total expected Recurring Contributions, as indicated by the Contractholder, are at least [\$15,000,000]][.]; [and]

[02c] [Expected average [External] Transfer Contributions per participant, as indicated by the Contractholder, are at least [\$30,000]][.]; [and]

[02d] [Expected average Recurring Contributions per participant, as indicated by the Contractholder, are at least [\$30,000]][.]; [and]

[02e] [The sum of the following is at least [\$20,000,000]]:

[Total expected [External] Transfer Contributions]; [and]

[Total expected Recurring Contributions][.]; [and]

[02f] [The sum of the following is at least [\$50,000]]:

[Expected average [External] Transfer Contributions per participant]; [and]

[Expected average Recurring Contributions per participant][.]; [and]

[02g] [The Contractholder directs at least [100%] of all Contributions to be invested in [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices,] [Retirement Living,] or [Core] Funds described in Separate Account Rider B attached to this Contract.]

[02h] [For the purpose of determining whether the above-noted credits will apply “External Transfer Contribution” means any Contribution that is not derived from assets held pursuant to any John Hancock contract nor derived from any Recurring Contribution.]

[03] [For the purpose of determining if an annualized credit is available in the first Contract Year as described below, “Default Sub-Accounts” means [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices], [Retirement Living,] or [Core] Funds described in Separate Account Rider B attached to this Contract.

For the purpose of determining if an annualized credit is available in the second and subsequent Contract Years as described below, “Default Sub-Accounts” means [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices,] [Retirement Living,] or [Core] Funds described in Separate Account Rider B and [Select Asset Allocation], or [Select Core] Funds described in Separate Account Rider C attached to this Contract.

If the amount of expected External Transfer Contributions, as indicated by the Contractholder, are at least [03a][[\$15,000,000]] and the Contractholder directs all such Contributions to be invested in one of the Default Sub-Accounts, an annualized credit will be available and applied to the Contract on the last day of each month of the first Contract Year. The amount of the annualized credit will equal [03b][1.00%] of the Contract Assets invested in the Investment Options under the Contract as of the day that the credit is applied. For the purposes of determining eligibility for this credit, External Transfer Contributions means any Transfer Contributions, excluding (i) amounts derived from assets held pursuant to any contract issued by the Company or its affiliates, and (ii) amounts comprised solely of the transfer or rollover assets from participants’ individual retirement accounts or benefits from a former employer’s qualified retirement plan.

If, with respect to the second Contract Year, the following two requirements are satisfied:

(a) Total Assets derived from the External Transfer Contributions and Recurring Contributions received and invested in the Investment Options under the Contract were at least [03c][[\$15,000,000]] as of the last day of the first Contract Year (the “minimum asset requirement”); and

(b) the weighted average of the Contract Assets invested in all the Default Sub-Accounts during the preceding Contract Year was at least [03d][100%] (the “minimum percentage requirement”).

an annualized credit will be available and applied to the Contract on the last day of each month of the second Contract Year. The amount of the annualized credit will equal [03b][1.00%] of the Contract Assets invested in the Investment Options under the Contract as of the day that the credit is applied.

If the minimum asset requirement was not met for the first Contract Year, no annualized credit will be available in the second Contract Year or any subsequent Contract Year. If the minimum asset requirement was met, but the minimum percentage requirement was not met for the preceding Contract Year, the annualized credit will not be available in the second Contract Year.

Once the Plan is determined to have satisfied the minimum asset requirement for the first Contract Year, the annualized credit described above is available for each Contract Year after the second Contract Year, provided that the Plan met the minimum percentage requirement for the preceding Contract Year. No annualized credit will be available in a Contract Year if the minimum percentage requirement was not met for the preceding Contract Year.

For this purpose, “weighted average” is expressed as a percentage, and is determined by using the following formula:

(y / z) x 100, where:

y is equal to the sum of total Contract Assets invested in all the Default Sub-Accounts as of the last day of each month during the Contract Year; and

z is equal to the sum of total Contract Assets invested in all Investment Options available under the Contract as of the last day of each month during the Contract Year.]

GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE

CONTRACT NUMBER: [01]

CONTRACTHOLDER: [02]

<u>Age</u>	<u>Life Annuity</u>	<u>Life Annuity with guaranteed period</u>			<u>Joint and Survivor Annuity (Annuitant and Spouse same age)</u>	
		<u>5 years</u>	<u>10 years</u>	<u>15 years</u>	<u>50% J&S</u>	<u>100% J&S</u>
55	308.88	310.09	312.58	317.04	308.88	265.56
56	304.58	305.09	307.05	311.27	304.58	358.54
57	295.84	296.43	298.65	303.36	295.84	349.86
58	287.12	287.79	290.32	295.55	287.12	341.15
59	278.43	279.20	282.05	287.83	278.43	332.39
60	269.77	270.65	273.86	280.22	269.77	323.61
61	261.15	262.15	265.75	272.72	261.15	314.80
62	252.60	253.73	257.73	265.37	252.60	305.97
63	244.11	245.39	249.81	258.16	244.11	297.14
64	235.73	237.16	242.01	251.13	235.73	288.32
65	227.44	229.04	234.34	244.30	227.44	279.51
66	219.25	221.02	226.79	237.68	219.25	270.72
67	211.19	213.12	219.38	231.30	211.19	261.97
68	203.22	205.31	212.11	225.17	203.22	253.24
69	195.29	197.56	204.98	219.28	195.29	244.51
70	187.43	189.88	198.00	213.67	187.43	235.80

The rates are expressed as the cost in dollars per \$1.00 of monthly annuity income. These rates are based on interest at the guaranteed rate of 1% per annum and the 1994 Group Annuity Reserving Table.

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

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



**Group Annuity Contract
 John Hancock Life Insurance Company (U.S.A.)
 A Stock Company
 601 Congress Street, Boston, MA, U.S.A., 02210
 1-800-333-0963**

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

CONTRACTHOLDER

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

CONTRACT NUMBER

[02] [00000]

CONTRACT EFFECTIVE DATE AND SITUS

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

INVESTMENT OPTIONS AVAILABLE

[04] [Guaranteed Interest Accounts are as described in the Guaranteed Interest Accounts Rider.

THE VALUE OF INVESTMENTS IN THE COMPANY'S GUARANTEED INTEREST ACCOUNTS WILL VARY BASED ON THE MARKET VALUE ADJUSTMENT FORMULA IN THIS CONTRACT. INFORMATION PERTAINING TO THE MARKET VALUE ADJUSTMENT FOR THESE GUARANTEED INTEREST ACCOUNTS CAN BE FOUND IN THE GUARANTEED INTEREST ACCOUNTS RIDER OF THIS CONTRACT.]

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

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

[05] [If a Stable Value Fund Sub-account is selected as an investment option, the Plan is not permitted to have any investment option that is a "Competing Investment Option", either in this Contract or elsewhere. A "Competing Investment Option" is defined in the "Definitions" section of this Contract.]

PLAN

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

PLAN SPONSOR

In this Contract, "Plan Sponsor" means [07][THE MUNICIPALITY/STATE OF XYZ].

PRODUCT DESCRIPTION

This is an Unallocated Non-Participating Group Annuity Contract.

DATE OF ISSUE

[08] [January 1, 2004]

ISSUER

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

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

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

This Contract is a legal contract between the Contractholder and the Company.

To present inquiries or obtain information about coverage and to provide assistance in resolving complaints, call 1-800-333-0963.

[09]


 President


 Vice President Counsel and Secretary

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1. DEFINITIONS

In this Contract, unless the context indicates otherwise:

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

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

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

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

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

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

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

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

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

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

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

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

“**Recurring Contribution**” means any Contribution that is remitted to the Company on an ongoing periodic basis with direction to invest in Sub-Accounts or other Investment Options available under this Contract.

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

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

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

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

“**Transfer Contribution**” means any Contribution that is not a Recurring Contribution.

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

2. CURRENCY

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

3. CONTRIBUTIONS AND ACCOUNTS

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

Contributions remitted to this Contract may be invested only in the Investment Options selected by the Contractholder. The provisions applicable to the Investment Options available under this Contract are found in the [01][Guaranteed Interest Accounts Rider,] [02][Lifetime Income Benefit Rider] [and] appropriate Separate Account Riders attached to this Contract.

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

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

The Company may receive and retain earnings on Contract assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account under the terms of the Contract.

Contributions will be deemed received in accordance with Section 9, Financial Transaction Processing.

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

The Company may refuse future contributions to certain or all Investment Options under this Contract, subject to the provisions of either Section 4, Notice of Change, or Section 8, Discontinuance of Contributions.

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

4. NOTICE OF CHANGE

Subject to the provisions included below, we may, from time to time, propose to:

- i) add to, remove, merge and/or substitute the Investment Options offered under the Contract,
- ii) [change the fees, charges or credits under this Contract](#), or
- iii) make [material modifications to the services provided](#) with respect to this Contract.

If any such proposed change is made, we will provide at least [03][60 days] advance written notice to you. Such notice will provide the following information:

- i) a description of the change and the reason for the change,
- ii) any resulting change in fees, charges [or credits](#),
- iii) the effective date of the change,

and such other information as may reasonably be required or requested by you to help you decide whether to accept or reject the change as part of your fiduciary responsibility to the Plan. Such notification may be provided in writing or, if applicable, via a mutually agreed upon electronic medium.

Your failure to object within a reasonable period, as specified in the notice, to any changes proposed by us will be treated as your consent to those changes. In the event that you object to the changes, you may terminate the Contract without penalty, (other than amounts charged to allow recoupment of the start-up costs of the Contract), as that term is interpreted in accordance with Section 408(b)(2) and Reg. Section 2550.408b-2(c) of ERISA. The effective date of the termination will be a date mutually agreed to by you and us, provided that such date allows a reasonable period for you to locate another service provider in place of the Company. This paragraph is intended to be interpreted in a manner that is consistent with the Department of Labor Advisory Opinion 97-16A.

5. CHARGES

Charges are outlined in the Charge Schedule which is part of this Contract. The charges are guaranteed for the first Contract Year. Thereafter, the charges will be in accordance with the Charge Schedule, and may be changed only if such change is made pursuant to the provisions in Section 4, Notice of Change.

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

- a) deducted from the [01][Guaranteed Interest Accounts and] Sub-accounts; and/or
- b) billed to the Contractholder. Billed amounts are due and payable [02][31] days after the date of the bill. Failure to pay within this time frame will result in a deduction of such charges and/or fees from Contract Assets. The Contractholder agrees that the Company may deduct all future charges and/or fees from Contract Assets if payment of billed charges and/or fees has defaulted at least once.

[03] [The Company has provided additional money to the Contractholder to compensate for the prior carrier's market value adjustment to the [03a] [Guaranteed Interest Accounts and/or] prior carrier's back end/discontinuance charge. The total value of this additional money is [03b] [V1%] of the total transfer contributions as indicated on the application.]

[04] [The Company will recover the money paid out as outlined above over a period of [04a] [V2] Contract Years through adjustments to Asset Charges and Discontinuance Charges as outlined in the Charge Schedule of this Contract.]

6. INTER-ACCOUNT TRANSFERS

The transfer of contributions between accounts will be permitted, subject to any restrictions specified in this Contract [and][,] in our administrative guidelines [05][and the Lifetime Income Benefit Rider].

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

An underlying mutual fund, trust or portfolio of a Sub-account may impose redemption or other fees with respect to certain transfers. Any such fee so imposed will be deducted from the Sub-accounts.

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

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

[07] [Inter-account transfers from any Applicable Investment Option to a Sub-Account that is not an Applicable Investment Option, [07a][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.]

Inter-account transfers will be processed in accordance with Section 9, Financial Transaction Processing.

This Contract is not designed for entities or persons engaging in short-term investing since such activity may increase investment option transaction costs and be disruptive to the management of the Investment Options under the Contract. If the underlying mutual fund, trust, portfolio, or the Company (in accordance with our short term trading policy detailed in our administrative guidelines), determines that any transfer disrupts or may potentially disrupt the management of an investment option or increase investment option transaction costs ("disruptive short term trading"), and that, in the interest of the mutual fund, trust, portfolio or Sub-account, trading restrictions should be imposed, such restrictions will be imposed, which include, but are not limited to:

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

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

7. WITHDRAWALS

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

- 1) severance from employment or termination of employment, as applicable, as defined by the Internal Revenue Service;
- 2) retirement (as defined in the Plan);
- 3) death;
- 4) return of excess deferrals;
- 5) unforeseeable emergencies, as defined in the Internal Revenue Service Regulations;
- 6) required minimum distribution;
- 7) withdrawals permitted under section 414(w)(2) of the Internal Revenue Code;
- 8) eligible rollover distributions (other than those enumerated above);
- 9) withdrawals required by a court of competent jurisdiction or any federal or state regulatory agency;
- 10) Contract termination;
- 11) in-service withdrawals as defined in the Plan[.]; and]

[01] [12]periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.]

Withdrawals are allowed under this Contract only if they are permitted under your Plan. The Company will not be responsible for determining if withdrawals are permitted under the Plan. Withdrawals will be distributed or applied in accordance with your instructions, subject to the terms of the Contract [02][and the Lifetime Income Benefit Rider].

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

Withdrawals from Sub-accounts [03][, excluding a Stable Value Fund Sub-account,] will be made at Market Value regardless of the type of withdrawal or when the withdrawal is made. [04][Notwithstanding any other provisions herein, withdrawals from a Stable Value Fund Sub-account will be made in accordance with, and subject to, the provisions specified in the Stable Value Fund Sub-account description.]

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

- Withdrawal types 1-6 will be made at Book Value.
- Withdrawal types 7-11 will be made at the lesser of book or Market Value.
- [05a][Withdrawal type 12 will be made in accordance with the provisions in the Lifetime Income Benefit Rider.]
- Withdrawals allowed for reasons other than those specifically itemized above in the Withdrawals section will be made at the lesser of book or Market Value.]

Withdrawals will be processed in accordance with Section 9, Financial Transaction Processing. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

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

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

Withdrawal type 10) Contract termination, will be processed in accordance with Section [06][23], Termination of the Contract.

For the purposes of this section "payment" means a single premium, a lump sum, [07][a withdrawal pursuant to the Lifetime Income Benefit Rider,] or any other form of payment offered by the Company at the time of the withdrawal.

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

8. DISCONTINUANCE OF CONTRIBUTIONS

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

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

A discontinuance may occur for any of the following reasons:

- a) A contribution is not received [01][90] days after the contribution frequency selected by the Contractholder;
- [02] [b] Contract Assets fall below [\$100,000.00] at any time following the second Contract anniversary;]
- [02a] [b] Contract Assets at any time during the first [7] Contract Years fall below the amount of transfer contributions indicated on the application. Thereafter, Contract Assets fall below [\$100,000.00] at any time;]
- [03] [c] contributions in the last [2] years average less than [\$50,000.00] per year;
- [03a] [c] contributions in the last [2] years average less than [95%] of the current year estimated contributions excluding transfer contributions as indicated on the application;]
- d) there are less than 2 Participants who are making contributions to the Contract in accordance with the frequency of contributions selected on the application;
- e) the Plan Sponsor becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers, or permits the appointment of a receiver for its business or Assets or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights;
- f) we receive evidence or otherwise acquire knowledge that the Plan is no longer an Eligible Deferred Compensation Plan of State and Local Governments as described in Section 457 (b) of the Internal Revenue Code or;
- g) the Plan receives written notification from the Commissioner of the Internal Revenue Service that it is not administered in accordance with the applicable eligibility requirements and the Plan fails to correct the inconsistencies noted in the written notification within the prescribed time;
- h) Contract Termination.

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

Upon a discontinuance of contributions, we will refuse future contributions immediately. Assets that remain in the Contract after a discontinuance of contributions will be subject to all charges and fees outlined in the schedules and riders attached to this Contract.

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

9. FINANCIAL TRANSACTION PROCESSING

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

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

10. NO ASSIGNMENT

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

11. LIMITATION ON PAYMENTS

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

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

12. FORM OF FIXED ANNUITY

The forms of fixed annuity available under this Contract are:

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

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

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

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

13. IMMEDIATE ANNUITY PURCHASE RATES

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

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

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

The Company will also establish a more current table of immediate annuity purchase rates which may be used when an immediate annuity is purchased under the terms of the Contract. These rates will be subject to change at any time and will only be used if they are more favorable than the guaranteed rates applicable to the Contract. [01][If these rates are used, the applicable state premium tax must be paid at the time a fixed annuity is purchased.]

14. DATA REQUIRED

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

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

15. INCORRECT INFORMATION GIVEN TO THE COMPANY

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

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

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

16. CONTRACT

This Contract supersedes all representations, discussions and negotiations leading up to the execution and issuance of the Contract.

Subject to Section 4, Notice of Change, this Contract may be changed by rider, endorsement or amendment. Such written agreement must be signed for the Company by the President or a Vice-President. Such change of the Contract will not require the consent of any Participant or beneficiary.

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

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

17. CONTRACT INVESTMENT OPTIONS

All Investment Options available under this Contract are made available to all of our Contractholders. We make no representations that our Group Annuity Contract and/or any of our Investment Options are appropriate for any particular employer's plan or its participants.

18. NON-WAIVER OF CONTRACT PROVISIONS

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

19. RELIANCE ON ACTION BY CONTRACTHOLDER

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

20. WRITTEN INSTRUCTIONS

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

21. OWNERSHIP

All rights of ownership in this Contract will vest in and be exercised by the Contractholder. Participants will have no rights of ownership in this Contract other than as expressly provided under any fixed annuity issued in accordance with Section 12, Form of Fixed Annuity.

[01][22. FORCE MAJEURE

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

[02][23. TERMINATION OF THE CONTRACT

The Contractholder may terminate this Contract by requesting a withdrawal of the balance of all accounts [03][provided that, if at the time of termination the Contract contains a Stable Value Fund Sub-account, termination of the Contract will be processed subject to the provisions in such Sub-account], [03a][further provided that, if at the time of termination of the Contract, the Lifetime Income Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider].

The Company can also terminate this Contract if the Contract has been deemed discontinued in accordance with Section 8 Discontinuance of Contributions. We will provide the Contractholder with three months advance written notice of our intent to terminate the Contract.

After applying a discontinuance charge, and if applicable, any other charges to this Contract, the Company will distribute [03b][, subject to the provisions in the Lifetime Income Benefit,] the remaining Assets in accordance with the following:

1. Sub-account Assets will be at Market Value [04][, except for the Stable Value Fund Sub-account which will be as determined by the provisions in the Stable Value Fund Sub-account description] [.][:]

[05] [2. Guaranteed Interest Account Assets at your election will be:

a) an amount equal to the lesser of the Book or Market Value of the Guaranteed Interest Accounts; or

b) annually, the total amount that becomes available for reinvestment from the Guaranteed Interest Accounts until all such monies are exhausted.]

While Assets remain with the Company, they will be subject to all charges and fees outlined in the schedules and riders which are part of this Contract.

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

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

SERVICE SCHEDULE

In consideration of all the charges, fees and other compensation directly or indirectly received in connection with this Contract, the Company agrees to perform certain administrative and recordkeeping services relating to the Contract, for the Contractholder, in addition to providing the investment and distribution options contained herein.

These services include, but are not limited to, the following:

- An administration manual and the forms needed to facilitate Contract administration.
- Recordkeeping of contributions.
- Confirmation statements showing enrollments, contributions, allocations, withdrawals and inter-account transfers processed.
- Quarterly, semi-annual, and/or annual statements showing contributions and withdrawals processed and interest credited.
- Website services.
- Transmission of purchase and redemption orders for the Sub-accounts in accordance with procedures established by the underlying funds.
- Toll free phone access.
- Customer service, audit package, annual contract review, enrollment materials-kits, investment monitoring tools, distribution processing and applicable tax withholding and reporting.
- Upon request, at retirement:
 - illustrations of fixed annuity options available from the Company
 - election of fixed annuity
 - payment of fixed annuity
 - certificate for retired participant.
- At Contract transfer or termination:
 - transfer or payment of Contract assets
 - final accounting statement.

By performing these services, the Company does not assume any fiduciary responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, or any responsibility to provide distribution notices of any type to participants.

CHARGE SCHEDULE

ASSET CHARGES

[01][Unless otherwise specified in the Contract, asset charges will be computed monthly and will be billed or deducted as agreed upon between you and us. Upon discontinuance of contributions, asset charges will be computed and deducted as of the discontinuance date, and deducted thereafter only.]

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

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

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

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

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

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

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

- a) the total Contract Assets are less than [06a][\$500,000], and
- b) the total recurring Contributions for the Contract Year received by the Company are less than [06b][\$100,000].

For each such year, the charge will be [06c][\$4,000]. Such amount will be converted into an equivalent monthly amount and deducted proportionately from all accounts maintained under the Contract, based on account balances at the time of the deduction. The deduction will apply for each month that the contract remains in force in the following Contract Year. This conditional fee cannot be billed.]

ASSET CHARGE SCALE

[07][First Contract Year Only]

[08][Contract Assets]	Annualized Asset Charge	[08a]Annualized Reduction	[08a]Annualized Reduction
		Scale 1	Scale 2
[first \$ 100,000]	[<u>6.00%</u>]	[<u>1.000%</u>]	[<u>1.000%</u>]
[next \$ 150,000]	[<u>5.90%</u>]	[<u>0.900%</u>]	[<u>0.900%</u>]
[next \$ 250,000]	[<u>5.80%</u>]	[<u>0.800%</u>]	[<u>0.800%</u>]
[next \$ 250,000]	[<u>5.70%</u>]	[<u>0.700%</u>]	[<u>0.700%</u>]
[next \$ 250,000]	[<u>5.60%</u>]	[<u>0.600%</u>]	[<u>0.600%</u>]
[next \$ 1,000,000]	[<u>5.50%</u>]	[<u>0.500%</u>]	[<u>0.500%</u>]
[next <u>\$ 1,000,000</u>]	[<u>5.40%</u>]	[<u>0.400%</u>]	[<u>0.400%</u>]
[over \$ <u>3,000,000</u>]	[<u>5.30%</u>]	[<u>0.300%</u>]	[<u>0.300%</u>]

[09][The Annualized Asset Charge is [09a][4.00%]. [The Annualized Asset Charge will be waived once total contract assets are more than [09b][\$3,000,000] at the end of the month. The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if Contract Assets remain equal to or greater than [09b][\$3,000,000] at the end of each month.]

[10] [The Annualized Asset Charge is [10a][5.00%]. [The Annualized Asset Charge will be waived (0.00% asset charge) once total Contract Assets are more than [10b][\$3,000,000] at the end of the month. The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if total Contract Assets remain equal to or greater than [10b][\$3,000,000] at the end of each month.] The Annualized Asset Charge applicable to this Contract will be included in the Sales and Service Fee, as described in the Separate Account Riders.]

[11] [An Annualized Reduction will be applied to the calculation of the Asset Charge, if the amount of Transfer Contributions, as indicated by the Contractholder, are at least [11a][\$3,000,000]. If average Transfer Contributions per participant for the first Contract Year, as indicated by the Contractholder, are at least [11b][\$30,000], Annualized Reduction Scale 1 will apply. If average Transfer Contributions per participant for the first Contract Year, as indicated by the Contractholder, are less than [11b][\$30,000], Annualized Reduction Scale 2 will apply. The applicable Annualized Reduction Scale will apply to the asset charge calculated for the first 120 days from the Contract Effective Date, and will apply to each month thereafter only if Contract Assets are equal to or greater than [11a][\$3,000,000] at the end of the preceding month.]

[12] [Second Contract Year and After

<u>Contract Assets</u>	<u>Annualized Asset Charge</u>	<u>Annualized Reduction</u>	
		<u>Scale 1</u>	<u>Scale 2</u>
[first \$ 100,000]	[6.00%]	[1.000%]	[1.000%]
[next \$ 150,000]	[5.90%]	[0.900%]	[0.900%]
[next \$ 250,000]	[5.80%]	[0.800%]	[0.800%]
[next \$ 250,000]	[5.70%]	[0.700%]	[0.700%]
[next \$ 250,000]	[5.60%]	[0.600%]	[0.600%]
[next \$ 1,000,000]	[5.50%]	[0.500%]	[0.500%]
<u>[next \$ 1,000,000]</u>	<u>[5.40%]</u>	<u>[0.400%]</u>	<u>[0.400%]</u>
[over \$ 3,000,000]	[5.30%]	[0.300%]	[0.300%]

[13] [The annualized reduction to the Annualized Asset Charge will only apply if Contract Assets are equal to or greater than [13a][\$3,000,000] at the end of the month. The above annualized reductions will apply to the asset charge calculated for the following month. The reduction will continue to apply only if Contract Assets are equal to or greater than [13a][\$3,000,000] at the end of each month.]

[11] [If Contract Assets are at least [11a][\$3,000,000] on the last day of a preceding month, an Annualized Reduction will be applied to the calculation of the Asset Charge for the following month. Annualized Reduction Scale 1 will apply if the amount of average Transfer Contributions per participant for the first Contract Year was at least [11b][\$30,000]. Annualized Reduction Scale 2 will apply if the average Transfer Contributions per participant for the first Contract Year was less than [11b][\$30,000]. The applicable Annualized Reduction Scale is determined at the end of the first Contract Year and, once determined, will be used to calculate the Asset Charge for each month in the remainder of the Contract's duration as long as Contract Assets are at least [11a][\$3,000,000] for the preceding month.]

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

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

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

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

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

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

[17] [The Asset charge will not increase to more than 3 times the amount shown unless mutually agreed upon by the Contractholder and the Company.]

[18][WITHDRAWAL CHARGE SCALE

The Withdrawal Charge Scale is as follows:

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

[19][DISCONTINUANCE CHARGE SCALE

The Discontinuance Charge Scale is as follows:

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

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

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

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

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

We may change any Charge Scale contained in this Schedule. Any change to a Charge Scale above will not take place until one year following the Contract Effective Date. We will give you notice of any intended change, in accordance with Section 4, Notice of Change.

[01] [CREDIT SCHEDULE]

[02] If the following criteria are met, an annualized credit equal to [1.00%] of Contract Assets invested in the Investment Options under the Contract will be applied to the Contract on the last day of each month of [the first][each] Contract Year:

[02a] Total expected [External] Transfer Contributions, as indicated by the Contractholder, are at least [\$15,000,000][.][.]; [and]

[02b] Total expected Recurring Contributions, as indicated by the Contractholder, are at least [\$15,000,000][.][.]; [and]

[02c] Expected average [External] Transfer Contributions per participant, as indicated by the Contractholder, are at least [\$30,000][.][.]; [and]

[02d] Expected average Recurring Contributions per participant, as indicated by the Contractholder, are at least [\$30,000][.][.]; [and]

[02e] The sum of the following is at least [\$20,000,000]:

[Total expected [External] Transfer Contributions]; [and]

[Total expected Recurring Contributions][.][.]; [and]

[02f] The sum of the following is at least [\$50,000]:

[Expected average [External] Transfer Contributions per participant]; [and]

[Expected average Recurring Contributions per participant][.][.]; [and]

[02g] The Contractholder directs at least [100%] of all Contributions to be invested in [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices,] [Retirement Living,] [or] [C ore] Funds described in Separate Account Rider B attached to this Contract.]

[02h] For the purpose of determining whether the above-noted credits will apply “External Transfer Contribution” means any Contribution that is not derived from assets held pursuant to any John Hancock contract nor derived from any Recurring Contribution.]

[03] For the purpose of determining if an annualized credit is available in the first Contract Year as described below, “Default Sub-Accounts” means [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices], [Retirement Living,] [or] [Core] Funds described in Separate Account Rider B attached to this Contract.

For the purpose of determining if an annualized credit is available in the second and subsequent Contract Years as described below, “Default Sub-Accounts” means [Lifestyle Aggressive], [Lifestyle Growth], [Lifestyle Balanced], [Lifestyle Moderate], [Lifestyle Conservative], [Retirement Choices,] [Retirement Living,] [or] [Core] Funds described in Separate Account Rider B and [Select Asset Allocation], [or] [Select Core] Funds described in Separate Account Rider C attached to this Contract.

If the amount of expected External Transfer Contributions, as indicated by the Contractholder, are at least [03a][15,000,000] and the Contractholder directs all such Contributions to be invested in one of the Default Sub-Accounts, an annualized credit will be available and applied to the Contract on the last day of each month of the first Contract Year. The amount of the annualized credit will equal [03b][1.00%] of the Contract Assets invested in the Investment Options under the Contract as of the day that the credit is applied. For the purposes of determining eligibility for this credit, External Transfer Contributions means any Transfer Contributions, excluding (i) amounts derived from assets held pursuant to any contract issued by the Company or its affiliates, and (ii) amounts comprised solely of the transfer or rollover assets from participants’ individual retirement accounts or benefits from a former employer’s qualified retirement plan.

If, with respect to the second Contract Year, the following two requirements are satisfied:

(a) Total Assets derived from the External Transfer Contributions and Recurring Contributions received and invested in the Investment Options under the Contract were at least [03c][15,000,000] as of the last day of the first Contract Year (the “minimum asset requirement”); and

(b) the weighted average of the Contract Assets invested in all the Default Sub-Accounts during the preceding Contract Year was at least [03d][100%] (the “minimum percentage requirement”).

an annualized credit will be available and applied to the Contract on the last day of each month of the second Contract Year. The amount of the annualized credit will equal [03b][1.00%] of the Contract Assets invested in the Investment Options under the Contract as of the day that the credit is applied.

If the minimum asset requirement was not met for the first Contract Year, no annualized credit will be available in the second Contract Year or any subsequent Contract Year. If the minimum asset requirement was met, but the minimum percentage requirement was not met for the preceding Contract Year, the annualized credit will not be available in the second Contract Year.

Once the Plan is determined to have satisfied the minimum asset requirement for the first Contract Year, the annualized credit described above is available for each Contract Year after the second Contract Year, provided that the Plan met the minimum percentage requirement for the preceding Contract Year. No annualized credit will be available in a Contract Year if the minimum percentage requirement was not met for the preceding Contract Year.

For this purpose, “weighted average” is expressed as a percentage, and is determined by using the following formula:

$(y / z) \times 100$, where:

y is equal to the sum of total Contract Assets invested in all the Default Sub-Accounts as of the last day of each month during the Contract Year; and

z is equal to the sum of total Contract Assets invested in all Investment Options available under the Contract as of the last day of each month during the Contract Year.]

GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE

CONTRACT NUMBER: [01]

CONTRACTHOLDER: [02]

<u>Age</u>	<u>Life Annuity</u>	<u>Life Annuity with guaranteed period</u>			<u>Joint and Survivor Annuity (Annuitant and Spouse same age)</u>	
		<u>5 years</u>	<u>10 years</u>	<u>15 years</u>	<u>50% J&S</u>	<u>100% J&S</u>
55	308.88	310.09	312.58	317.04	308.88	265.56
56	304.58	305.09	307.05	311.27	304.58	258.54
57	295.84	296.43	298.65	303.36	295.84	349.86
58	287.12	287.79	290.32	295.55	287.12	341.15
59	278.43	279.20	282.05	287.83	278.43	332.39
60	269.77	270.65	273.86	280.22	269.77	323.61
61	261.15	262.15	265.75	272.72	261.15	314.80
62	252.60	253.73	257.73	265.37	252.60	305.97
63	244.11	245.39	249.81	258.16	244.11	297.14
64	235.73	237.16	242.01	251.13	235.73	288.32
65	227.44	229.04	234.34	244.30	227.44	279.51
66	219.25	221.02	226.79	237.68	219.25	270.72
67	211.19	213.12	219.38	231.30	211.19	261.97
68	203.22	205.31	212.11	225.17	203.22	253.24
69	195.29	197.56	204.98	219.28	195.29	244.51
70	187.43	189.88	198.00	213.67	187.43	235.80

The rates are expressed as the cost in dollars per \$1.00 of monthly annuity income. These rates are based on interest at the guaranteed rate of 1% per annum and the 1994 Group Annuity Reserving Table.

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

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

SUMMARY OF KEY CONTRACT CHANGES

Group Annuity Contract

GAC1000(ARA06)(0712)

GAC1100(457)(0712)

PAGE NUMBER

DESCRIPTION OF CHANGES

GAC1000(ARA06)(0712)-2	<ul style="list-style-type: none">- <u>Table of Contents</u>- Wording added for new schedule.
GAC1000(ARA06)(0712)-3	<ul style="list-style-type: none">- <u>Definitions</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06)(0712)-4	<ul style="list-style-type: none">- <u>Notice of Change</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06)(0712)-5	<ul style="list-style-type: none">- <u>Charges</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06)(0712)-8	<ul style="list-style-type: none">- <u>Discontinuance of Contributions</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06)(0712)-13/14	<ul style="list-style-type: none">- <u>Asset Charge Scale</u>- Wording has been added or changed to reflect an annualized reduction, if feature is selected.
GAC1000(ARA06)(0712)-16/17	<ul style="list-style-type: none">- <u>Credit Schedule</u>- New wording has been added to reflect an annualized credit, if feature is selected.

GAC1100(457)(0712)-2	<ul style="list-style-type: none">- <u>Table of Contents</u>- Wording added for new schedule.
GAC1100(457)(0712)-3	<ul style="list-style-type: none">- <u>Definitions</u>- Wording has been added or changed for clarification purposes.
GAC1100(457)(0712)-4	<ul style="list-style-type: none">- <u>Notice of Change</u>- Wording has been added or changed for clarification purposes.
GAC1100(457)(0712)-5	<ul style="list-style-type: none">- <u>Charges</u>- Wording has been added or changed for clarification purposes.
GAC1100(457)(0712)-8	<ul style="list-style-type: none">- <u>Discontinuance of Contributions</u>- Wording has been added or changed for clarification purposes.
GAC1100(457)(0712)-13/14	<ul style="list-style-type: none">- <u>Asset Charge Scale</u>- Wording has been added or changed to reflect an annualized reduction, if feature is selected.
GAC1100(457)(0712)-16/17	<ul style="list-style-type: none">- <u>Credit Schedule</u>- New wording has been added to reflect an annualized credit, if feature is selected.

FORMS USE SUMMARY - ARKANSAS

The following rider(s) is/are intended for use with the forms listed below:

<u>FORM NAME</u>	<u>FORM NUMBER</u>
Guaranteed Immediate Annuity Purchase Rates Table	GP1900.3
Separate Account B Rider	GP1060.29
Separate Account C Rider*	GP1068.7
Separate Account F Rider	GP1064.15

Approved Group Annuity Form Names and Form Numbers

<u>CONTRACT NAME</u>	<u>EFFECTIVE DATE</u>	<u>FORM NUMBERS</u>	<u>APPROVAL DATE</u>
ARA	July 30, 2012	GAC1000(ARA06)(0712)*	Pending Approval
	March 20, 2011	GAC1000(ARA06)(0311)*	November 30, 2010
	July 15, 2010	GAC1000(ARA06)(0710)*	August 2, 2010
	September 1, 2009	GAC1000(ARA06)(0909)	May 15, 2009
	September 1, 2009	GAC1000(ARA06G)(0909)*	May 29, 2009
	December 31, 2007	GAC1000(ARA06G)	December 5, 2007
	August 6, 2007	GAC1000(ARA06)(0807)	June 18, 2007
	457	July 30, 2012	GAC1100(457)(0712)*
March 20, 2011	GAC1100(457)(0311)*	November 30, 2010	
July 15, 2010	GAC1100(457)(0710)*	August 2, 2010	
September 1, 2009	GAC1100(457)(0909)	May 15, 2009	
September 1, 2009	GAC1100(457G)(0909)*	May 29, 2009	
December 31, 2007	GAC1100(457G)	February 13, 2008	
December 31, 2007	GAC1100(45707)	January 14, 2008	
MONEY MANAGER	Effective November 1, 1996	GP2810(MM96)	September 18, 1996
OPTIMIX	Effective November 1, 1996	GP2820(OP96)	September 18, 1996
ULTRAFLEX	January 15, 2006	GAC1400(UF05)	October 31, 2005
OPTIMIX PLUS	Effective May 30, 1997	GP1832(OPPLUS97)	March 17, 1997
ULTRAFLEX PLUS	Effective July 1, 1998	GP1844(UFPLUS98)	May 18, 1998

* Separate Account C Rider is used with contracts denoted with an asterisk

CONTRACT USE SUMMARY

FORM NAME

Group Annuity Contract
Group Annuity Contract

FORM NUMBER

GAC1000(ARA06)(0712)
GAC1100(457)(0712)

The following riders/forms are intended for use with the above-noted contracts:

FORM NAME

FORM NUMBER

Separate Account B Rider

GP1060.29

Separate Account C Rider

GP1068.7

Separate Account F Rider

GP1064.15

Lifetime Income Benefit Rider

GP1067.2

Guaranteed Interest Accounts Rider

GP1066

Guaranteed Immediate Annuity Purchase Rates Table

GP1900.3