

**JOHN HANCOCK STABLE VALUE FUND
COLLECTIVE INVESTMENT TRUST
DECLARATION OF TRUST**

(Dated March 13, 2006)

**(Composite Conformed Copy,
as amended by First Supplement dated May 5, 2006,
Second Supplement dated October 1, 2008,
Third Supplement dated November 2, 2009,
Fourth Supplement dated August 30, 2011,
Fifth Supplement dated March 30, 2012,
Sixth Supplement dated as of November 15, 2012,
Seventh Supplement dated as of April 30, 2013,
Eighth Supplement dated as of November 1, 2015,
Ninth Supplement dated as of September 8, 2020,
Tenth Supplement dated as of January 1, 2021)
and
Eleventh Supplement dated as of March 30, 2022**

(Note:

**Investors Bank & Trust Company was succeeded as trustee by
State Street Bank and Trust Company upon the merger of IBT into State Street;
and
State Street Bank and Trust Company was succeeded as trustee by
Global Trust Company as of November 1, 2009)**

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**JOHN HANCOCK STABLE VALUE FUND
COLLECTIVE INVESTMENT TRUST
DECLARATION OF TRUST**

Investors Bank & Trust Company, a Massachusetts trust company with its main office located in Boston, Massachusetts (“IBT”), pursuant to this Declaration of Trust (the “Declaration of Trust”) hereby establishes the John Hancock Stable Value Fund Collective Investment Trust (the “Fund” or alternatively the “Trust”) in order to provide for the collective investment and reinvestment of assets of certain tax-exempt employee benefit plans that become participants hereunder with the objectives and in the manner described in this Declaration of Trust. IBT was succeeded as trustee by State Street Bank and Trust Company (“State Street”) upon the merger of IBT into State Street. Effective as of November 1, 2009, Global Trust Company, a Maine trust company (“GTC”), accepted appointment as trustee of the Trust. From time to time, in accordance with the provisions of Article 2 of this Declaration of Trust, the Trustee hereby establishes such separate classes or divisions (each, a “Class”) of interests in the Fund as it may deem necessary or desirable in accordance with the terms of this Declaration of Trust. The Trustee hereby declares that it shall act as trustee and shall hold and administer, in trust, on the terms and conditions set forth in this Declaration of Trust, all property that may be transferred to or received by it from time to time as trustee hereunder.

It is intended that the Fund established hereunder shall qualify as a group trust under Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, or any successor ruling, regulation, or similar pronouncement, and this Declaration of Trust shall be construed and shall be administered to give effect to that intention.

ARTICLE 1 - DEFINITIONS

1.01 “Affiliate” means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, investment trust, or similar organization or entity controlling, controlled by, or under common control with GTC.

1.02 “Business Day” means any day that both GTC and John Hancock are open for business.

1.03 “Class” has the meaning ascribed to it in the preamble.

1.04 “Code” means the Internal Revenue Code of 1986, as amended from time to time. Any reference to a provision of the Code in this Declaration of Trust also shall be deemed to refer to any successor provision.

1.05 “Declaration of Trust” means this Declaration of Trust of the John Hancock Stable Value Fund Collective Investment Trust.

1.06 “Description of Classes” has the meaning ascribed to it in Section 2.02 and is set forth in Appendix B.

1.07 “Eligible Plan” means any of the following with respect to which the Trustee has been appointed to hold assets in any capacity, including, but not limited to, as trustee, investment manager, managing agent, custodian, or agent, and which the Trustee, in its sole discretion, has accepted as a Participating Plan:

(a) a defined contribution retirement, pension, profit-sharing, stock bonus, or other employee benefit trust which (i) is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code, but excluding any self-employed individuals within the meaning of Section 401(c)(1) of the Code, unless such trust provides evidence reasonably satisfactory to the Trustee that it satisfies the applicable requirements of the Securities Act of 1933 and Rule 180 thereunder, or any successor rule, regulation or similar pronouncement regarding participation by such plan in a collective investment trust, (ii) is maintained pursuant to a plan or trust instrument which authorizes it to participate in the Fund established pursuant to this Declaration of Trust or in any other common, collective, or commingled trust fund and (iii) specifically or in substance and effect adopts this Declaration of Trust or the plan or declaration of trust or other governing instrument under which such common, collective, or commingled trust fund is maintained, as a part of the plan of which such trust is a part; or

(b) any defined contribution governmental plan or unit which (i) is described in Section 818(a)(6) of the Code, (ii) satisfies the applicable requirements of the Securities Act of 1933 and the Investment Company Act of 1940, each as amended from time to time, and any applicable rules of the Securities and Exchange Commission thereunder, regarding participation by such plan in a collective investment fund, (iii) is maintained pursuant to a document, statute or regulation which authorizes it to participate in the Fund established pursuant to this Declaration of Trust or in any other common, collective, or commingled trust fund and (iv) specifically or in substance and effect adopts this Declaration of Trust or the plan or declaration of trust or other governing instrument under which such common, collective, or commingled trust fund is maintained, as a part thereof; or

(c) any common, collective, or commingled trust fund, including, but not limited to, any such fund maintained by the Trustee, which (i) consists solely of the assets of trusts and plans described in Sections 1.07(a) and (b) or of funds described in this Section 1.07(c), (ii) is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying as a “group trust” under Revenue Ruling 81-100, (iii) is maintained pursuant to an instrument which authorizes it to participate in the Fund established pursuant to this Declaration of Trust or in any other common, collective, or commingled trust fund, and (iv) specifically or in substance and effect adopts this Declaration of Trust or the plan or the declaration of trust or other governing instrument under which such other common, collective, or commingled trust fund is maintained, as a part thereof; or

(d) any separate account of an insurance company (or a segregated subaccount thereof) which (i) consists solely of the assets of trusts and plans described in Sections 1.07(a) and (b), (ii) is authorized to participate in the Fund established pursuant to this Declaration of Trust or in any other common, collective, or commingled trust fund, (iii) specifically or in substance and effect adopts this Declaration of Trust or the plan or the declaration of trust or

other governing instrument under which such other common, collective, or commingled trust fund is maintained, as a part thereof and (iv) satisfies all other applicable requirements under Revenue Ruling 81-100 and any other applicable legal requirements identified by the Trustee in its sole discretion; or

(e) any other plan, trust, fund or investor (i) whose investment in the Fund would not jeopardize the Fund's tax exemption, its treatment as a "group trust" under the Code and Revenue Ruling 81-100, its exemption from the registration requirements of the federal and state securities laws or its accounting treatment and would satisfy any other applicable legal requirements, all as the Trustee in its sole discretion determines, (ii) which is maintained pursuant to a document, statute or regulation which authorizes it to participate in the Fund established pursuant to this Declaration of Trust or in any other common, collective, or commingled trust fund and (iii) which specifically or in substance and effect adopts this Declaration of Trust or the plan or declaration of trust or other governing instrument under which such common, collective, or commingled trust fund is maintained, as a part thereof.

In addition, no plan shall offer a Competing Fund (as defined below) as an investment option to its participants unless prior notice is given to the Trustee and the Trustee expressly permits the same. Such permission shall not be granted unless the particular plan has restrictions in place with respect to transfers from the Fund to any Competing Fund that the Trustee determines are sufficient and satisfies all other applicable requirements imposed as a condition of permitting that particular plan to offer a Competing Fund as an investment option to its participants. Any plan that offers both the Trust and a Competing Fund as Participant directed investment options without the express permission of the Trustee shall, at the election of the Trustee, cease to qualify as an Eligible Plan.

In addition, no plan or group of plans controlled or advised by the same fiduciary or administrator (other than John Hancock or its affiliates) shall, at any time, have a beneficial interest in the Trust greater than 10% of total Trust assets unless prior notice is given to the Trustee and the Trustee expressly permits the same. Any plan or group of plans controlled or advised by the same fiduciary or administrator (other than John Hancock or its affiliates) that, at any time, has a beneficial interest in the Trust greater than 10% of total Trust assets without the express permission of the Trustee shall, at the election of the Trustee, cease to qualify as an Eligible Plan. In addition, any contributions to the Fund from any such plan (or its participants) may be refused or returned by the Trust.

1.08 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.09 "Fund" shall have the meaning ascribed in the preamble.

1.10 "Group Annuity Contract" or "GAC" means the Group Annuity Contract referred to in Appendix A.

1.11 "Investment Guidelines" has the meaning ascribed to it in Section 4.01 and are set forth in Appendix A.

1.12 “John Hancock” shall mean John Hancock Life Insurance Company, its successors and assigns.

1.13 “Participation Agreement” means an agreement entered into by the Trustee and an Eligible Plan, which provides for the admission of such Eligible Plan to the Fund as a Participating Plan.

1.14 “Participating Plan” means an Eligible Plan which, with the consent of the Trustee, has made a deposit to the Fund, and has a beneficial interest in such Fund.

1.15 “Plan Fiduciary” means the person or persons who cause the assets of a Participating Plan to be invested in the Fund, but shall not include the Trustee or an Affiliate. If the person who causes any assets of a Participating Plan to be invested in the Fund is a participant or beneficiary who is entitled to benefit from the Participating Plan and is acting in his capacity as such, then Plan Fiduciary shall mean the plan sponsor or appropriate plan fiduciary that has authorized the use of the Fund as an investment option for participants and beneficiaries of the relevant Participating Plan.

1.16 “Revenue Ruling 81-100” means Revenue Ruling 81-100 issued by the Internal Revenue Service, 1981-1 C.B. 326, as amended, modified or supplemented from time to time, and any successor ruling, regulation, or similar pronouncement.

1.17 “Separate Account” means the separate investment account or accounts maintained by John Hancock pursuant to the Group Annuity Contract referred to in Appendix A.

1.18 “Trust” shall have the meaning ascribed in the preamble.

1.19 “Trustee” means GTC, as trustee of the Fund, or any trustee succeeding the Trustee in accordance with Section 6.01.

1.20 “Unit” means a book-entry record used to determine the value of the beneficial interest of each Participating Plan in the Fund or a Class of the Fund, as the case may be.

1.21 “Valuation Date” means a day on or as of which the Trustee determines the number of the Units, but in no case shall such day occur less frequently than annually.

ARTICLE 2 - ESTABLISHMENT OF FUND AND CLASSES OF UNITS

2.01 Establishment of Additional Funds. The Trustee shall have the authority to establish from time to time in accordance with this Declaration of Trust such additional funds as it may deem necessary or advisable to provide for the collective investment and reinvestment of assets of Participating Plans. The Trustee shall separately hold, manage, administer, value, invest, reinvest, account for and otherwise deal with the Fund. The Investment Guidelines for the Fund established pursuant to this Declaration of Trust are set forth in Appendix A hereto, which may be amended from time to time by the Trustee in its sole discretion.

2.02 Establishment of Classes. The Trustee, in its sole discretion and to the extent permissible under applicable law, may divide the Fund into one or more Classes of Units representing beneficial interests in the Fund with differing fee and/or expense obligations or liabilities. The Trustee shall establish such Classes by attaching a written description of classes as Appendix B to this Declaration of Trust (the “Description of Classes”), which shall specify the rate of Trustee compensation and other expenses, costs, charges and other liabilities specially allocable to each Class of Units, as well as any conditions to participation in such Class. With respect to a Class of Units of the Fund, each Unit shall be of equal value to every other Unit of the same Class. The Trustee, in its sole discretion and at any time, may subsequently establish and designate separate Classes, or one or more additional Classes, of the Fund.

2.03 Change in the Units. As of any Valuation Date, the Trustee, in its sole discretion, may make a uniform change in the Units of any Class of the Fund either by dividing such Units into a greater number of Units of lesser value, or combining such Units to produce a lesser number of Units of greater value, provided that the proportionate interest of each Participating Plan in the Fund or Class of the Fund, as the case may be, shall not thereby be changed.

2.04 No Certificates. No transferable certificate shall be issued to evidence the interest of any Participating Plan in the Fund but the Trustee shall keep a record of the number of Units standing to the credit of each Participating Plan.

ARTICLE 3 - PARTICIPATION

3.01 Conditions of Participation. The Trustee shall accept deposits in the Fund only from Eligible Plans. Any such Eligible Plan shall establish to the Trustee’s satisfaction that it meets the requirements of Section 1.07 and shall provide, at the request of the Trustee, written representations and other information (including, if requested, but not limited to a written certificate or opinion of counsel regarding its status or a copy of a favorable determination letter from the Internal Revenue Service) or other assurances the Trustee may deem necessary or advisable. An Eligible Plan that has been accepted as a Participating Plan in the Fund shall continue to be eligible to participate in the Fund, subject to the following conditions:

(a) During such time as any assets of a Participating Plan are held in the Fund, (i) this Declaration of Trust shall govern the administration of such assets, and (ii) any inconsistency between the governing instrument of the Participating Plan and this Declaration of Trust relating to the management or administration of the Participating Plan’s assets held hereunder or to the rights, powers, responsibilities or liabilities of the Trustee with respect thereto shall be resolved in favor of this Declaration of Trust.

(b) If at any time a Participating Plan shall fail to satisfy all of the requirements of Section 1.07, such Participating Plan shall promptly notify the Trustee. If the Trustee receives actual notice that a Participating Plan no longer satisfies the conditions of Section 1.07, or if the Trustee determines in its sole discretion that a Participating Plan should withdraw for any reason, the Trustee shall take all steps necessary to distribute to such Participating Plan its entire interest in the Fund as soon as practicable after the Trustee receives such notice or makes such determination. In such an event, the terms and conditions of Appendix C relating to withdrawals

by the Trustee to expel a Participating Plan shall apply.

3.02 Admission to the Fund. Different requirements apply to Eligible Plans seeking to be admitted to the Fund, depending upon whether such Eligible Plan's investment in the Fund will be by way of a group annuity contract issued by John Hancock Life Insurance Company (U.S.A.) ("JH USA") or John Hancock Life Insurance Company of New York ("JH NY") (such group annuity contracts, collectively, the "JH USA/JH NY GAC") or will be made directly in the Fund.

(a) Eligible Plans Entering Into a JH USA/JH NY GAC – If the Eligible Plan's investment in the Fund will involve such Eligible Plan entering into a JH USA/JH NY GAC, then such Eligible Plan must complete the following steps to be admitted to the Fund: (i) the application for the JH USA/JH NY GAC must be executed by an authorized fiduciary for the Eligible Plan, and (ii) the Eligible Plan must elect to have amounts that it deposits under the JH USA/JH NY GAC invested by JH USA or JH NY (as the case may be) in the Fund by allocating amounts to the stable value option under such JH USA/JH NY GAC. The Eligible Plan (through its authorized fiduciary) must, among other things, in writing: (a) acknowledge that it has reviewed the Offering Memorandum and it understands the terms of the Fund described therein, (b) authorize JH USA or JH NY (as the case may be) to enter into a Participation Agreement on the plan's behalf and invest in the Fund all premiums allocated by such Eligible Plan to the Stable Value Fund Sub-Account under the applicable GAC and (c) represent that the plan is an Eligible Plan. In addition, JH USA and JH NY shall each represent and warrant to the Trustee (i) that it is a life insurance company organized and regulated under the laws of one or more states of the United States, (ii) that it maintains a segregated subaccount of a separate investment account pursuant to applicable state insurance laws exclusively for assets of Eligible Plans which are contributed to such subaccount for the purpose of investment in the Fund by JH USA or JH NY, as the case may be, and (iii) that as of each date that any Units of the Trust are purchased by it for the aforementioned subaccount, to the best of its knowledge, each plan or trust which has a beneficial interest in such subaccount is an Eligible Plan. Notwithstanding the foregoing, in the event that JH USA or JH NY learns that a plan or trust with a beneficial interest in the applicable subaccount is no longer an Eligible Plan, JH USA or JH NY, as the case may be, shall promptly inform the Trustee and John Hancock and take steps to remove such entity from the subaccount.

(b) Eligible Plans Not Entering Into a JH USA/JH NY GAC – If the Eligible Plan's investment in the Fund will not involve such Eligible Plan entering into a JH USA/JH NY GAC, but will instead be made directly in the Fund, then such Eligible Plan must execute a Participation Agreement with the Trust to be admitted to the Fund. In the Participation Agreement, the Eligible Plan must, among other things, (a) acknowledge that it has reviewed the Offering Memorandum, understands and adopts the Fund as part of its plan and (b) represent that the plan is an Eligible Plan.

3.03 Other Conditions of Participation. The Trustee may establish conditions for eligibility to participate in any particular Class of the Fund by setting forth such conditions in the Description of Classes.

3.04 Deposits.

(a) With the consent of the Trustee and upon such prior notice as the Trustee may specify from time to time, an Eligible Plan may, as of any Valuation Date, participate in the Fund, or a Class of the Fund, by depositing with the Trustee such assets as (i) the Plan Fiduciary of such Eligible Plan shall instruct, or (ii) if such Eligible Plan permits participants and beneficiaries thereof to direct investment of their accounts, and such instructions are communicated to the Trustee directly by such participants and beneficiaries, as such participants and beneficiaries shall instruct. The Trustee shall be fully protected in following the instructions of the Plan Fiduciary (or of the participants and beneficiaries, if applicable) as to the amounts and proportions of the assets of any deposit to be placed in the Fund. Only money and such other assets as are permissible investments for the Fund, and acceptable to the Trustee, in its sole discretion, may be deposited in such Fund. Assets other than money deposited in the Fund shall be valued at their fair value (as determined under Section 5.02) as of the Valuation Date on which such deposit is made, subject to Section 3.07.

(b) The Trustee shall credit to the account of each Participating Plan which makes a deposit in the Fund that number of Units which the deposit will purchase at the value of each Unit of the Class in which the Participating Plan will acquire an interest on the Valuation Date as of which the deposit is made.

(c) A Participating Plan may, in the discretion of the Trustee, make additional deposits in the Fund on subsequent Valuation Dates. However, in its discretion and without prior written notice, from time to time the Trustee may refuse to admit an Eligible Plan, may close the Fund to new Eligible Plans, or may refuse to accept additional deposits in the Fund from Participating Plans (or participants and beneficiaries of Participating Plans) previously admitted.

3.05 Withdrawals. Subject to Section 5.03, Section 7.03 and Section 7.05, the Plan Fiduciary of a Participating Plan may, as of any Valuation Date, withdraw any number of Units of any Class of the Fund in which it has made a deposit and has an interest, provided that such right of withdrawal may be further limited by the Group Annuity Contract and other benefit responsive contracts then held by the Fund, if any, in which the Fund is invested, the Description of Classes applicable to such Class or the provisions of Appendix C.

3.06 Distributions Upon Withdrawal. Upon the withdrawal of the requisite number of Units of any Class of the Fund by a Participating Plan, subject to the provisions of the Group Annuity Contract and other benefit responsive contracts then held by the Fund, if any, in which the Fund is invested and to the provisions of Appendix C, and to the extent permissible under applicable law, the Trustee shall distribute from the Fund to the Participating Plan making such withdrawal the sum requested, not to exceed the balance of such Participating Plan's interest in such Class as of the close of business on the Valuation Date on which such withdrawal is effected. Such sum shall be distributed in cash or in kind, to the extent permissible under applicable law, as the Trustee in its sole discretion shall determine. In its sole discretion, the Trustee may determine that distributions to different Participating Plans effected as of the same Valuation Date may be composed of different proportions of cash and non-cash assets. The value of any asset other than cash which is distributed from the Fund shall be deemed to be the value thereof as determined pursuant to the valuation rules of Section 5.02 as of the close of business on the Valuation Date as of which the withdrawal is effected. Such distribution shall be paid within a reasonable time following the applicable Valuation Date, provided that such

distribution may be delayed if the Trustee determines that it cannot reasonably make such distribution on account of an order, directive, or other interference by an official or agency of any government, or any other cause reasonably beyond its control, including, but not limited to, illiquid markets or illiquid assets. The Participating Plan receiving such distribution shall not be entitled to any interest or other income earned on such monies pending payment of the distribution.

3.07 Investment and Withdrawal Expenses. Notwithstanding any other provision of this Declaration of Trust to the contrary, the Trustee, in its sole discretion and to the extent permissible under applicable law, may determine with respect to the Fund or Class of the Fund that the actual expenses incurred or estimated expenses expected to be incurred in connection with cash deposits to such Fund or Class of the Fund or withdrawals of Units of such Fund or Class of the Fund which are to be paid in cash (including, but not limited to, brokerage fees, settlement, stamp taxes, duty, stock listing and related expenses determined by the Trustee to be allocable to such deposits or withdrawals as the case may be) shall be borne by the Participating Plan making such deposits or withdrawals. Such expenses shall be charged to such Participating Plan by reducing (a) the number of Units issued or to be issued to any such Participating Plan by a number of Units or fractions thereof equal in value to such costs, in the case of a cash deposit to the Fund or Class of the Fund, or (b) the amount of cash to be distributed to any such Participating Plan by the amount of such costs, in the case of a withdrawal. The actual and estimated expenses expected to be incurred in connection with any deposit or withdrawal shall be determined by the Trustee in its sole discretion and, for convenience of administration, may be determined using a standard formula or other appropriate methodology.

ARTICLE 4 - INVESTMENTS AND ADMINISTRATION

4.01 Investment Guidelines. Subject to the provisions of this Section, the Trustee shall invest and reinvest the assets of the Fund established pursuant to this Declaration of Trust in accordance with such investment objectives, guidelines and restrictions applicable thereto, and the Fund shall be operated and maintained in accordance with such terms and conditions (collectively, the "Investment Guidelines"), as the Trustee, in its sole discretion, may specify upon the establishment of such Fund and from time to time thereafter. A copy of the Investment Guidelines as in effect on the date of this Declaration of Trust is set forth in Appendix A attached hereto. The decision of the Trustee as to whether an investment is of a type which may be purchased by the Fund under the Investment Guidelines shall be conclusive and binding on all persons having an interest in the Fund. In the case of any conflict between the specific terms of the Investment Guidelines and this Declaration of Trust, the Investment Guidelines shall control except that no term of the Investment Guidelines may vary any term or condition of this Declaration of Trust which would cause such Fund to fail to qualify as a group trust under Revenue Ruling 81-100.

4.02 Temporary Net Cash Overdrafts. Except for temporary net cash overdrafts, or as otherwise permitted by law, neither GTC nor any Affiliate shall lend money to the Fund or sell property to or buy property from the Fund.

4.03 Ownership of Assets. No Participating Plan shall be deemed to have an

individual ownership of any asset of the Fund, but each Participating Plan shall have a undivided interest in such Fund and shall share proportionately with all other Participating Plans in the net income, profits, and losses thereof, to the extent permissible under applicable law and subject to the allocation of certain fees and expenses with respect to the various Classes, if any, of the Fund. The Trustee shall have legal title to the assets of the Fund and no Participating Plan shall be deemed to have individual ownership of any asset.

4.04 Dealings with the Fund. All persons extending credit to, contracting with, or having any claim of any type against the Fund (including, but not limited to, contract, tort and statutory claims) shall look only to the assets of such Fund (and not to the assets of any other Fund) for payment under such credit, contract or claim. No Participating Plan, nor any beneficiary, trustee, employee or agent thereof, nor GTC (or any Affiliate), nor any of the officers, directors, shareholders, partners, employees or agents of GTC (or any Affiliate) shall be personally liable for any obligation of the Fund. Every note, bond, contract, instrument, certificate, or undertaking and every other act or thing whatsoever executed or done by or on behalf of the Fund shall be conclusively deemed to have been executed or done only by or for such Fund and no Fund shall be answerable for any obligation assumed or liability incurred by another Fund established hereunder.

4.05 Management Authority. The Trustee shall have exclusive management and investment authority with respect to the Fund established pursuant to this Declaration of Trust. Subject to the foregoing, the Trustee may, at its own expense, retain and consult with such investment advisers or other consultants, including, but not limited to, any Affiliate of the Trustee, as the Trustee, in its sole discretion, may deem advisable to assist it in carrying out its responsibilities under this Declaration of Trust. Notwithstanding the appointment of an investment adviser or consultant, all final investment decisions for the Fund shall be made by the Trustee except as otherwise provided by Section 4.06(1).

4.06 Management and Administrative Powers. The Trustee shall have the rights, powers, and privileges of an absolute owner in the management and administration of the Fund established pursuant to this Declaration of Trust. In addition to and without limiting the powers and discretion conferred on the Trustee elsewhere in this Declaration of Trust, but subject to any restrictions in the Investment Guidelines with respect to the Fund, or by applicable law, the Trustee shall have the following discretionary powers with respect to the Fund:

(a) To subscribe for and to invest and reinvest funds in, to enter into contracts with respect to, and to hold for investment and to sell or otherwise dispose of any property, real, personal, or mixed, wherever situated, and whether or not productive of income or consisting of wasting assets, including, but not limited to, group annuity contracts (including the Group Annuity Contract), obligations issued or guaranteed by the U.S. Government (including, but not limited to, its agencies and instrumentalities), bonds, debentures, notes (including, but not limited to, structured notes), mortgages, commercial paper, bankers' acceptances, and all other evidences of indebtedness; trust and participation certificates; certificates of deposit, demand or time deposits (including, but not limited to, any such deposits bearing a reasonable rate of interest in the banking department of GTC or any of its Affiliates); foreign securities; options on securities and indexes, foreign currencies, contracts for the immediate or future delivery of currency, options on futures contracts, spot and forward contracts, puts, calls, straddles, spreads

or any combination thereof; swap contracts; beneficial interests in any trusts (including, but not limited to, structured trusts); repurchase agreements and reverse repurchase agreements; securities issued by registered or unregistered investment companies, (including, but not limited to, companies maintained, sponsored, managed and/or advised by GTC or any of its Affiliates); interests in collective investment trusts which are exempt from tax under the Code or applicable Internal Revenue Service rulings and regulations (including, but not limited to, any collective investment trust maintained by GTC or any of its Affiliates under Revenue Ruling 81-100 and Section 401(a)(24) of the Code) and while the assets are so invested, such collective investment trusts (and the instruments pursuant to which such trusts are established) shall constitute a part of this Declaration of Trust with respect to such Fund which holds such interest; variable and indexed interest notes and investment contracts; common and preferred stocks, convertible securities, subscription rights, warrants, limited or general partnership interests, profit-sharing interests or participations and all other contracts for or evidences of equity interests; direct or indirect interests in real estate; and any other assets; and to hold cash uninvested pending investment or distribution;

(b) To lend, pledge, mortgage, hypothecate, write options on and lease any of the securities, instruments or assets referred to in subsection (a) of this Section, and without limiting the foregoing, to engage in any securities lending program on behalf of the Fund (and in connection therewith to direct the investment of cash collateral and other assets received as collateral in connection therewith), and during the term of such loan of securities to permit the securities so lent to be transferred in the name of and voted by the borrower, or others;

(c) To make distributions to the Participating Plans, payable in cash, property or any combination of cash and property as determined by the Trustee in its sole discretion, out of the assets of the Fund;

(d) To establish and maintain bank, brokerage, commodity, currency, and other similar accounts, whether domestic or foreign, to enter into agreements in connection therewith, and, from time to time, to deposit securities or other Fund assets in such accounts;

(e) To sell for cash or upon credit, to convert, redeem, or exchange for other securities or property, to tender securities pursuant to tender offers, or otherwise to dispose of any securities or other property at any time held by the Fund or the Trustee on behalf of the Fund;

(f) Subject to Section 4.04, to borrow funds and in connection with any such borrowing to issue notes or other evidences of indebtedness, to secure such borrowing by mortgaging, pledging, or otherwise subjecting the Fund assets to security interests, to lend Fund assets, to endorse or guarantee the payment of any notes or other obligations of any person, and to make contracts of guaranty or suretyship, or otherwise assume liability for payment thereof;

(g) To incur and pay out of the assets of the Fund or Class of the Fund any charges, taxes, and expenses which in the opinion of the Trustee are necessary or incidental to, or in support of, the carrying out of any of the purposes of this Declaration of Trust or the Investment Guidelines applicable to the Fund or Class of the Fund (including, but not limited to, the compensation and fees for the Trustee, custodians, the valuation committees or agents,

depositories, pricing agents, accountants, attorneys, brokers and broker-dealers, and other independent contractors or agents);

(h) To join with other holders of any securities or debt instruments in acting through a committee, depositary, voting trustee or otherwise, and in that connection to deposit any security or debt instrument with, or transfer any security or debt instrument to, any such committee, depositary or trustee, and to delegate to them such power and authority with relation to any security or debt instrument (whether or not so deposited or transferred) as the Trustee shall deem proper, and to agree to pay, and to pay, such portion of the expenses and compensation of such committee, depositary or trustee as the Trustee shall deem proper;

(i) To enter into joint ventures, general or limited partnerships, limited liability companies, business trusts, investment trusts, and any other combinations or associations;

(j) To collect and receive any and all money and other property due to the Fund and to give full discharge thereof;

(k) To maintain the indicia of ownership of assets outside the United States to the extent permitted by applicable law, including, but not limited to, ERISA;

(l) To transfer any assets of the Fund to a custodian or sub-custodian employed by the Trustee and to delegate to an investment adviser the authority to invest certain assets of the Fund, provided that no such delegation shall cause the Trustee to not have ultimate investment discretion with respect to such Fund;

(m) To retain any property received by it at any time; to sell or exchange any property, for cash, on credit or other for consideration, at public or private sale;

(n) To exercise or dispose of any conversion, subscription, or other rights, discretionary or otherwise, including, but not limited to, the right to vote and grant proxies, appurtenant to any property held by the Fund at any time; and to vote and grant proxies with respect to all investments held by the Fund at any time;

(o) To renew or extend any obligation held by the Fund;

(p) To register or cause to be registered any property of the Fund in the name of a nominee of the Trustee or any custodian appointed by the Trustee; provided, the records of the Trustee and any such custodian shall show that such property belongs to such Fund;

(q) To deposit securities of the Fund with a securities depository and to permit the securities so deposited to be held in the name of the depository's nominee, and to deposit securities issued or guaranteed by the U.S. Government or any agency or instrumentality thereof, including, but not limited to, securities evidenced by book-entry rather than by certificate, with the U.S. Department of the Treasury, a Federal Reserve Bank, or other appropriate custodial entity; provided the records of the Trustee or any custodian appointed by the Trustee shall show that such securities belong to such Fund;

(r) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Fund; to commence or defend suits or legal proceedings whenever, in the Trustee's judgment, any interest of the Fund so requires; and to represent any Fund in all suits or legal proceedings in any court or before any other body or tribunal; and to pay from such Fund all costs and reasonable attorneys' fees in connection therewith;

(s) To organize or acquire one or more corporations, wholly or partly owned by the Fund, each of which may be exempt from federal income taxation under the Code; to appoint ancillary or subordinate trustees or custodians to hold title to or other indicia of ownership of property of the Fund in those jurisdictions, domestic or foreign, in which the Trustee is not authorized to do business and to define the scope of the responsibilities of such trustee or custodian;

(t) Subject to Section 4.07, to employ suitable agents, including, but not limited to, agents or pricing services to perform valuations of the assets of the Fund, custodians, investment advisers, consultants, auditors, depositories, and counsel, domestic or foreign (including, but not limited to, entities that are Affiliates of the Trustee), and, subject to applicable law, to pay their reasonable expenses and compensation from the Fund;

(u) To make, execute, and deliver any and all contracts and other instruments and documents deemed necessary and proper for the accomplishment of any of the Trustee's powers and responsibilities under this Declaration of Trust, including without limitation any license agreement with respect to the name of the Fund; and

(v) To do all other acts in its judgment necessary or desirable for the proper administration of the Fund or with respect to the investment, disposition, or liquidation of any assets of the Fund, although the power to do such acts is not specifically set forth herein.

In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustee. Such powers of the Trustee may be exercised without order of or resort to any court or governmental authority or agency.

ARTICLE 5 - VALUATION, DIVIDENDS, ACCOUNTING, RECORDS AND REPORTS

5.01 Valuation of Units. A separate account will be maintained to reflect the interest of each Participating Plan in the Trust. As of each Valuation Date, a number of Units of the appropriate Class of the Fund shall be credited to or debited from each Participating Plan's account, in accordance with the procedures described below, to separately account for (i) contributions made to the Trust by such Participating Plan, (ii) disbursements made from the Trust to such Participating Plan, (iii) accruals of interest at the applicable crediting rate under the Group Annuity Contract and other benefit responsive contracts then held by the Fund, if any, applicable to such Participating Plan's account, (iv) expenses, charges and other liabilities of the Trust applicable to such Participating Plan's account, (v) administrative, marketing and distribution fees and expenses (if any) relating to Units of the Fund held by such Participating

Plan and (vi) adjustments under, or resulting from the termination of, the Group Annuity Contract (or any benefit responsive contracts held by John Hancock with respect to the Group Annuity Contract) or other benefit responsive contracts. As of each Valuation Date, the Trustee shall value each Unit of each Class of the Fund at \$1.00 and shall declare a dividend based on the then current gross crediting rate under the Group Annuity Contract and other benefit responsive contracts then held by the Fund, if any, less the accrued and unpaid fees and expenses of the Trustee for the month as applicable to the appropriate Class of the Fund. Dividends so declared will be credited monthly as of the last Business Day of each month (or, in the case of a withdrawal from the Fund by a Participating Plan in full, as of the date of withdrawal) in the form of additional fractional Units. Participating Plans will be allocated their respective pro rata shares of dividends based on the daily balance of their beneficial interests in the appropriate Class of the Fund for the month, after taking into account all additional contributions to and any withdrawals from each such Class by the applicable Participating Plan.

The number of Units of each such Class allocated to each Participating Plan will be adjusted in accordance with the following procedures:

(a) Each Participating Plan will be allocated a number of units equal to the value (in dollars) of the contributions that it deposits into a Class of the Fund on the date that each such deposit is received by the Fund. Thereafter, on each Valuation Date, the number of Units of any Class allocated to a Participating Plan shall be adjusted to reflect the accrual of interest at the applicable crediting rate under the Group Annuity Contract and other benefit responsive contracts then held by the Fund, if any, any additional contributions to and any withdrawals from such Class of the Fund by such Participating Plan, such Participating Plan's share of expenses, charges and other liabilities described below and adjustments under, or resulting from the termination of, the Group Annuity Contract (or any benefit responsive contracts held by John Hancock with respect to the Group Annuity Contract) or other benefit responsive contracts.

(b) The Trustee shall subtract from the value determined under Section 5.01(a) any expenses, charges, or other liabilities incurred or accrued by the Fund and not allocated to a particular Class of the Fund in the Description of Classes, as determined by the Trustee in good faith in accordance with procedures consistently followed and uniformly applied, but only to the extent that such expenses, charges and other liabilities have not been reflected in the crediting rate under the Group Annuity Contract or other benefit responsive contracts then held by the Fund, if any. Such charges shall be allocated to Units of all classes, and to Participating Plans within a Class, proportionately according to the aggregate number of Units of the Fund represented by each Class (and within each Class by each such Participating Plan) immediately prior to the allocation under this Section 5.01.

(c) The Trustee shall subtract from the value determined under Sections 5.01(a) and 5.01(b) with respect to each Class any expenses, charges or other liabilities incurred or accrued by the Fund with respect to such Class in accordance with the Description of Classes. Such charges shall be allocated to Units of the applicable Class, and to Participating Plans within such Class, proportionately according to the aggregate number of Units of the Class represented by each Participating Plan immediately prior to the allocation under this Section 5.01.

5.02 Valuation of Assets. The assets of the Fund shall be valued using the following valuation rules. The Trustee shall have the power and duty to determine the value of the assets of the Fund.

(a) Unless otherwise determined by the Trustee, in determining the value of the assets of the Fund on a Valuation Date, the Trustee shall rely on the valuation of the assets in the GAC as provided by John Hancock. To the extent the Fund invests in additional assets and except as provided in paragraph (c) below, value all securities and other assets of the Fund at prices that in the opinion of the Trustee, represent the fair value of such securities or assets. In the sole discretion of the Trustee, certain or all of the securities and other investments shall be stated at fair value based on valuations furnished by one or more pricing services or agents approved by the Trustee.

(b) Short-term investments having a maturity of up to one hundred eighty (180) days may, in the sole discretion of the Trustee, be valued at cost with accrued interest, discount earned or premium amortized included or reflected, as the case may be, in interest receivable.

(c) Following the valuations of securities or other portfolio assets in terms of the currency in which the valuation is expressed ("Local Currency"), the Trustee shall calculate these valuations in terms of U.S. dollars on the basis of conversion of the Local Currencies into U.S. dollars at the prevailing currency exchange rates as determined by the Trustee on the applicable date.

The Trustee and any pricing agents or services selected by the Trustee may in its or their sole discretion consider, utilize and rely upon any regularly published reports of sales, bid, asked and closing prices, and over-the-counter quotations for the values of any listed or unlisted securities, assets, or currencies. The reasonable and equitable decision of the Trustee regarding whether a method of valuation fairly indicates fair value, and the selection of a pricing agent or service, shall be conclusive and binding upon all persons.

5.03 Suspension of Valuations and Deposit and Withdrawal Rights. Notwithstanding anything to the contrary elsewhere in this Declaration of Trust or the Investment Guidelines with respect to the Fund, the Trustee, in its sole discretion and to the extent permissible under applicable law, may suspend the valuation of the assets or Units pursuant to this Article 5 and/or the right to make deposits to and/or withdrawals from the Fund in accordance with Article 3, for the whole or any part of any period when (a) the Trustee deems such action is in the best interests of the Fund or the Participating Plans, (b) any market or stock exchange on which a significant portion of the investments of such Fund are quoted is closed (other than for ordinary holidays) or dealings therein are restricted or suspended, or a closing of any such market or stock exchange or a suspension or restriction of dealings is threatened; (c) there exists any state of affairs which, in the opinion of the Trustee, constitutes an emergency as a result of which disposition of the assets would not be reasonably practicable or would be seriously prejudicial to the Participating Plans; (d) there has been a breakdown in the means of communication normally employed in determining the price or value of any of the investments, or of current prices on any stock exchange on which a significant portion of the investments are quoted, or when for any reason the prices or

values of any investments cannot reasonably be promptly and accurately ascertained; (e) the transfer of funds involved in the realization or acquisition of any investment cannot, in the opinion of the Trustee, be effected at normal rates of exchange; or (f) the normal settlement procedures for the purchase or sale of securities or other assets cannot be effected in the customary manner or in accordance with generally applicable time periods.

5.04 Accounting Rules and Fiscal Year. The Trustee shall account for the financial operations of the Fund on an accrual basis in accordance with generally accepted accounting principles. The fiscal year of the Fund initially shall be the calendar year.

5.05 Expenses and Taxes. The Trustee may charge to the Fund or to a particular Class of the Fund, as the case may be, (i) the cost of money borrowed, (ii) costs, commissions, income taxes, withholding taxes, transfer and other taxes and expenses associated with the holding, purchase and/or sale, and receipt of income from, investments, (iii) the reasonable expenses of an audit of the Fund, (iv) reasonable attorneys' fees and litigation expenses, (v) the Trustee's compensation as provided in Section 6.03, subject to any special allocation to any Class or Classes as provided in Section 2.02, and (vi) any other expense, claim, or charge properly payable from the Fund under this Declaration of Trust or applicable law, including, but not limited to, fees, expenses, charges and other liabilities due to an Affiliate of the Trustee; provided, however, that the Trustee shall not charge to the Fund any cost or expense which results from the negligence or willful misconduct of the Trustee or other breach by the Trustee of its fiduciary duties hereunder. The Trustee may also charge to a particular Class of the Fund any expense, claim or charge to be specifically allocated to such Class under the Description of Classes. The Trustee shall allocate among the Classes of the Fund the charges and expenses described in this Section 5.05 in such manner as it shall deem equitable, and such allocation shall be conclusive and binding

5.06 Records, Accounts and Audits. In addition to the separate accounts maintained pursuant to Section 5.01 above, the Trustee shall keep such records as it deems necessary or advisable in its sole discretion to account properly for the operation and administration of the Fund. At least once during each period of 12 months, the Trustee shall cause a suitable audit to be made of each Fund by auditors responsible only to the board of directors of GTC who by proper resolution shall formally appoint them for such audit. The reasonable compensation and expenses of the auditors for their services with respect to the Fund shall be charged to the Fund.

5.07 Financial Reports. Within 90 days after the close of each fiscal year of the Fund and after the termination of the Fund or as soon thereafter as is practicable, the Trustee shall prepare a written financial report, based on the audit referred to in Section 5.06, containing such information as may be required by applicable law and regulations.

(a) A copy of the report shall be furnished, or notice given that a copy thereof is available and will be furnished without charge on request, to each person to whom a regular periodic accounting would ordinarily be rendered with respect to each Participating Plan. In addition, a copy of the report shall be furnished on request to any person and the Trustee may make a reasonable charge therefore.

(b) If no written objections to specific items in the financial report are filed

with the Trustee within 60 days after the report is sent by the Trustee, the report shall be deemed to have been approved with the same effect as though judicially approved by a court of competent jurisdiction in a proceeding in which all persons interested were made parties and were properly represented before such court, and, to the fullest extent permitted by applicable law, the Trustee shall be released and discharged from liability and accountability with respect to the propriety of its acts and transactions disclosed in the report. Any such written objection shall apply only to the proportionate share of the Participating Plan on whose behalf the objection is filed and shall not affect the proportionate share of any other Participating Plan. The Trustee shall, in any event, have the right to a settlement of its accounts in a judicial proceeding if it so elects.

(c) Except as otherwise required by this Declaration of Trust or applicable law, the Trustee shall have no obligation to render an accounting to any Participating Plan or beneficiary thereof.

5.08 Judicial Accounting. Except to the extent otherwise provided by applicable law, only the Trustee and any person entitled to a regular periodic accounting under the provisions of any Participating Plan may require the judicial settlement of the Trustee's account, or bring any other action against the Trustee with respect to the Fund or the Trustee's action as Trustee. In any such action or proceeding it shall be necessary to join as parties only the Trustee and such persons, and any judgment or decree which may be entered therein shall be conclusive.

5.09 Government Filing. The Trustee intends to file directly with the U.S. Department of Labor the information called for by Department of Labor regulations under Section 103(b)(4) of ERISA (29 C.F.R. § 2520.103-9). The Trustee intends to apply for a favorable determination letter from the Internal Revenue Service that the Trust constitutes a group trust under Revenue Ruling 81-100, is exempt from federal income taxation under Section 501(a) of the Code and that its qualification under Revenue Ruling 81-100 and its exempt status under Section 501(a) of the Code is not adversely affected by the inclusion in the Trust of funds attributable to eligible governmental plans.

ARTICLE 6 - CONCERNING THE TRUSTEE

6.01 Merger, Consolidation of Trustee. Any corporation, limited liability company, partnership, association or other entity (i) into which GTC may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation, or reorganization to which GTC may be a party, or (iii) to which all or any part of GTC's fiduciary business which includes the Fund may be transferred shall become successor Trustee, and shall have all the rights, powers, and obligations of the Trustee under this Declaration of Trust, without the necessity of executing any instrument or performing any further act. In such event, all references to GTC herein shall be deemed to be references to such successor entity.

6.02 Limitation on Liability. Except as otherwise provided by applicable law, (i) the Trustee shall not be liable by reason of the purchase, retention, sale, or exchange of any investment, or for any loss in connection therewith, except to the extent such loss shall have been caused by its own negligence, willful misconduct, or lack of good faith, and (ii) the Trustee shall

not be liable for any mistake made in good faith in the administration of the Fund if, promptly after discovering the mistake, the Trustee takes whatever action the Trustee, in its sole discretion, may deem to be practicable under the circumstances to remedy the mistake.

6.03 Trustee Compensation. The Trustee may charge and pay from the Fund and/or each Class of the Fund, as the case may be, reasonable compensation for its services in managing and administering the Fund. For services rendered as trustee of the Fund, GTC will be entitled to receive compensation in the amount and at the times set forth in Appendix D attached hereto. Notwithstanding the foregoing, the Fund shall pay any fees charged to any pooled investment fund, registered or unregistered investment company, or other investment vehicle in which the Fund may have invested to the extent permitted by applicable law.

6.04 Trustee's Authority. No person dealing with the Trustee shall be under any obligation to inquire regarding the authority of the Trustee, the validity or propriety of any transaction engaged in by the Trustee, or the application of any payment made to the Trustee.

6.05 Reliance on Experts and Others. The Trustee shall, in the performance of its duties, be fully protected by relying in good faith upon the books of account or other records of the Trust, or upon reports made to the Trustee by (a) any of the officers or employees of GTC, (b) the custodians, depositories, or pricing agents of the Trust, or (c) any custodians, investment advisers, accountants, attorneys, appraisers or other agents, experts or consultants selected with reasonable care by the Trustee. GTC and the officers, employees, and agents of GTC may take advice of counsel with respect to the meaning and operation of this Declaration of Trust or any Investment Guidelines or Description of Classes applicable to the Fund, and shall be under no liability for any act or omission in accordance with such advice. The exercise by the Trustee of its powers and discretion hereunder and the construction in good faith by the Trustee of the meaning or effect of any provisions of this Declaration of Trust, any Investment Guidelines, Description of Classes or any document governing a Participating Plan shall be binding upon everyone interested.

6.06 Reliance on Communications. The Trustee shall be fully protected in acting upon any instrument, certificate, or document believed by it to be genuine and to be signed or presented by the proper person or persons. The Trustee shall have no duty to make an investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

6.07 Action by Trustee. The Trustee may exercise its rights and powers and perform its duties hereunder through such of its officers and employees as shall be authorized to perform such functions by the Trustee's board of directors through general or specific resolutions. However, the Trustee solely shall be responsible for the performance of all rights and responsibilities conferred on it as Trustee hereunder, and no such officer or employee individually shall be deemed to have any fiduciary authority or responsibility with respect to any Fund, except as otherwise provided by applicable law, including ERISA.

6.08 Discretion of the Trustee. The discretion of the Trustee, when exercised in good faith and with reasonable care under the circumstances then prevailing, shall be final and conclusive and binding upon each Participating Plan and all persons interested therein. The

Trustee shall act with the degree of care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

ARTICLE 7 - AMENDMENT AND TERMINATION

7.01. Amendment. The Trustee may amend this Declaration of Trust, the Investment Guidelines of the Fund, or the Description of Classes (either with respect to an existing Class of the Fund or to create additional Classes) at any time. Any such amendment shall take effect as of the date specified by the Trustee. However, any amendment materially changing the Declaration of Trust, the Investment Guidelines of the Fund or the Description of Classes with respect to an existing Class of the Fund shall be effective no earlier than the Valuation Date that is at least 15 days after the Trustee gives notice of such amendment in accordance with Section 7.06. Any amendment adopted by the Trustee shall be binding upon each Participating Plan and all persons interested therein.

7.02 Resignation of Trustee. The Trustee may resign as Trustee at any time by providing one hundred eighty (180) days' prior written notice of its resignation to all Participating Plans and John Hancock. The Trustee's resignation shall take effect upon the earlier of (a) the expiration of said one hundred eighty (180) day period (unless extended by mutual agreement of the Trustee and John Hancock, in its capacity as issuer of the GAC), and (b) the appointment of a successor trustee and such successor trustee undertaking its duties in connection with the Trust. In the event of such resignation, the Trustee shall (i) cooperate with John Hancock in finding a successor Trustee acceptable to John Hancock and (ii) reimburse JH USA for any annual fee paid in advance to the Trustee for executing its responsibilities as Trustee in respect of the ratable portion of the year following the effective date of such resignation.

7.03. Discontinuance of GAC. Either the Trustee, as GAC contract holder, or John Hancock, as GAC contract issuer, may discontinue the Group Annuity Contract at any time. Upon discontinuance, except as provided in clause (d) of the next following sentence, John Hancock will no longer accept contributions under the GAC for allocation to the Separate Account, and will instead make provision for the liquidation of Separate Account assets and the distribution of the net liquidation proceeds (after making provision for the payment of all unpaid fees and expenses under the GAC). If the Trustee elects to discontinue the GAC, or if it receives notice from John Hancock of its election to discontinue the GAC, the Trustee shall promptly notify the Participating Plans in writing and unless a replacement group annuity contract is issued to the Trustee for the benefit of the Fund by another regulated life insurance company, it shall immediately cease to accept new contributions from Participating Plans; provided further that if such a replacement group annuity is not issued (a) such notice shall include information provided by John Hancock (if any) in the event that John Hancock and its affiliates elect to offer (either directly or in conjunction with another trustee) a replacement investment alternative to Participating Plans (the "Alternative Investment Vehicle") and inform each Participating Plan that it will be deemed to have chosen to participate in the Alternative Investment Vehicle unless such Participating Plan elects to withdraw its interest in the Trust by the applicable date specified in such notice; (b) the Trustee shall cooperate with John Hancock and its affiliates to transfer to

such Alternative Investment Vehicle, upon receipt of a distribution under the GAC for that purpose, an amount of Trust assets representing the beneficial interests in the Trust of those Participating Plans that choose (or are deemed to have chosen) to participate in the Alternative Investment Vehicle; (c) the Trustee shall transfer to those Participating Plans that elect to withdraw from the Trust, upon receipt of a distribution under the GAC for that purpose, an amount of Trust assets representing each such Plan's entire investment in the Trust as determined in accordance with the applicable provisions of Appendix C governing withdrawals funded subsequent to the date of a notice of discontinuance where a replacement group annuity contract has not been issued to the Trustee for the benefit of the Fund; and (d) during the period between the date on which information concerning any such Alternative Investment Vehicle shall have been delivered to Participating Plans and the effective date of the last transfer to an Alternative Investment Vehicle or the last distribution to Plans, whichever is later, the Trust shall continue to accept contributions (if any) from Participating Plans and shall continue to deposit such contributions into the GAC, and John Hancock shall continue to accept such deposits under the GAC.

7.04 Successor Trustee. Any successor Trustee shall have all the rights, powers, and obligations of the Trustee under this Declaration of Trust and all references to GTC herein shall be deemed to be references to such successor entity.

By its terms, the John Hancock GAC is not assignable without the written consent of John Hancock. Therefore, so long as the Trust shall be invested in a John Hancock Group Annuity Contract, any successor trustee must be approved in writing by John Hancock, which approval may be presumed by John Hancock's execution and delivery of a replacement GAC to the successor trustee, by John Hancock's acceptance of a new Application for GAC from the successor trustee, by John Hancock's consent to assignment of the original GAC to the successor trustee, or by other appropriate written instrument. In the event that John Hancock does not consent to the appointment of a successor trustee, the Trustee shall (a) inform the Participating Plans in writing, and (b) tender the GAC to John Hancock for discontinuance in accordance with the terms of the GAC.

In addition, except as provided in the next following paragraph, a successor trustee must be approved by Participating Plans holding Units that, in the aggregate, represent at least a majority in interest of the Trust. Approval by the Participating Plans shall be presumed after sixty (60) days following the date on which written notice of the successor Trustee's appointment is given to all Participating Plans, unless the Trustee or John Hancock, as the case may be, receives written notice of objection to the choice of successor trustee from Participating Plans holding Units that, in the aggregate, represent a majority in interest of the Trust. If no successor trustee has been approved by John Hancock and the requisite number of Participating Plans within sixty

(60) days after the Trustee has given written notice of the appointment of a successor, the Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee.

Notwithstanding the preceding paragraph, any corporation into or with which the Trustee may be merged, consolidated or converted shall be the successor of such Trustee without any requirement for approval by any of the Participating Plans.

7.05 Termination. The Trustee may terminate the Trust at any time, and shall terminate the Trust upon the performance of all of its duties under the Declaration of Trust, including the distribution of all Trust assets and satisfaction of all Trust liabilities. In addition, in the event that the GAC is discontinued the Trustee will terminate this Trust promptly upon receipt (and further distribution to relevant Participating Plans) of a final distribution under the GAC, unless a replacement group annuity contract is issued to the Trustee for the benefit of the Fund by another regulated life insurance company and the assets of the Separate Account are transferred to a separate account of the other life insurance company for investment pursuant to the terms of the replacement group annuity contract. In connection with any termination of the Trust other than one that involves the designation of an Alternative Investment Vehicle, the Trustee will provide prior written notice of ninety (90) days or more of the Trust's termination to all Participating Plans. After the date of such notice, no further contributions to the Trust shall be permitted and, if specified in such notice, at the election of the Trustee withdrawals from the Trust shall be suspended. Prior to termination, the Trustee will make cash or (if permitted) in kind withdrawals under the GAC and under each other benefit responsive contract, if any, as may then be held by the Trust. On the termination date, the Trustee shall distribute, in cash or in kind, the net assets of the Trust to the Participating Plans in proportion to the number of Units held by each such Participating Plan at the date of termination. The Trustee will not be liable for any amount by which assets so distributed have a value lower than that determined on any Valuation Date as long as it acted in good faith and with due care.

7.06 Notices. The Trustee shall give written notice of any material amendment, resignation as Trustee, GAC discontinuance or termination, or termination of the Trust, to each Unit holder, to each Plan Fiduciary, to John Hancock and other applicable parties as may be required under other benefit responsive contracts held by the Fund (if any), in each case to the current address of the appropriate recipient as shown on the Trustee's records. Any such notice, and any other notice or communication required or permitted hereunder shall be deemed to have been given at the time the Trustee (a) delivers the notice personally, (b) mails the notice, first, postage prepaid, registered or certified, (c) delivers the notice by overnight courier, (d) transmits the notice by telecopier (confirmed by telephone), (e) transmits the notice by email, or (f) makes the notice available on a website to which the recipient has access, provided that the recipient is notified (or has actual knowledge) that the information is available on such website.

ARTICLE 8 - GENERAL PROVISIONS

8.01 Diversion, Assignment Prohibited. The following provisions shall apply, notwithstanding any provision of this Declaration of Trust or any amendment hereto to the contrary.

(a) No part of the corpus or income of any Fund which equitably belongs to a Participating Plan, shall be used or diverted to any purposes other than for the exclusive benefit of the employees or their beneficiaries who are entitled to benefits under such Participating Plan.

(b) No Participating Plan may assign all or any portion of its equity or interest in the Fund.

(c) No part of the Fund which equitably belongs to a Participating Plan shall be subject to any legal process, levy of execution, or attachment or garnishment proceedings for payment of any claim against any such Participating Plan or any employee or beneficiary entitled to benefits thereunder.

8.02 Governing Law. This Declaration of Trust shall be construed, and the Fund shall be administered, in accordance with ERISA and other applicable federal law and, to the extent not preempted by the foregoing, the laws of the Commonwealth of Massachusetts.

8.03 Situs of Fund. The Fund is created and shall be held, managed, administered, and maintained at all times as a domestic trust in the United States.

8.04 Inspection. A copy of this Declaration of Trust shall be kept on file at the principal office of the Trustee, available for inspection during normal business hours. A copy of this Declaration of Trust shall be sent upon request to each person to whom a regular periodic accounting would be rendered with respect to each Participating Plan, and shall be furnished to any other person upon request for a reasonable charge.

8.05 Titles. The titles and headings in this Declaration of Trust are for convenience and reference only, and shall not limit or affect in any manner any provision contained therein.

8.06 Invalid Provisions. If any provision contained in this Declaration of Trust is illegal, null, or void, or against public policy, the remaining provisions hereof shall not be affected.

8.07 Status of Instrument. This instrument contains the provisions of this Declaration of Trust as of the date specified below.

[Signature page follows]

INVESTORS BANK & TRUST
COMPANY*

By: s/ Sally G. Stubbs
Name: Sally G. Stubbs
Title: Director & Fiduciary Officer

Date: March 13, 2006
(as amended)

* Investors Bank & Trust was succeeded as trustee by State Street Bank and Trust Company, and State Street was in turn succeeded by Global Trust Company effective November 1, 2009.

**JOHN HANCOCK STABLE VALUE FUND
COLLECTIVE INVESTMENT TRUST**

INVESTMENT GUIDELINES

The investment objective of the Fund shall be to preserve principal, pay the expenses of the Fund, and provide book value liquidity on a daily basis for benefit payments to participants when requested by Participating Plans on behalf of their participants. The performance benchmark of the Fund is to exceed (net of fees) the total return of the FTSE 3-Month Treasury Bill Index over a 3-5 year period.

I. On or about the effective date of the Trust, the Trustee will purchase and hold in trust in accordance with the terms and conditions of the Declaration of Trust, a Group Annuity Contract issued by John Hancock (as it may be amended from time to time, the “Group Annuity Contract”). Except as set forth below, as consideration for the purchase of the Group Annuity Contract the Trustee will assign, transfer and convey to John Hancock (in cash or in kind, as the case may be) all amounts, securities, contracts and other contributions to the Trust as the Trustee may have received and accepted from time to time from Participating Plans, their trustees or investment fiduciaries. The Group Annuity Contract will provide that John Hancock shall allocate to its Separate Investment Account Number 131 or to such other separate investment accounts (if any) as may be permitted under the Group Annuity Contract from time to time (individually and collectively, the “Separate Account”) all moneys, securities, contracts and other contributions received from time to time from the Trustee. All such contributions allocated to a Separate Account (net of any withdrawals paid by John Hancock and net of any fees and expenses permitted under the Group Annuity Contract) shall be held and invested by John Hancock in accordance with the Separate Account’s Investment Objectives and Operating Guidelines, attached to the Group Annuity Contract (as they may be amended from time to time). The Group Annuity Contract shall provide for withdrawals by the Trustee, as contract holder, to pay the expenses of the Fund and to provide book value liquidity on a daily basis for benefit payments to participants when requested by Participating Plans on behalf of their participants.

The relationship between the Trustee and John Hancock pursuant to the Group Annuity Contract shall be as defined in the Group Annuity Contract, and such contract shall not be construed to constitute an agency or advisory relationship. John Hancock will be the sole legal owner of the assets in, and will have the sole right to control, the Separate Account. The Trustee will be the sole legal owner of the Group Annuity Contract and will have the sole right to control the Group Annuity Contract, including (without limitation) the right to dispose of, amend or waive such contract or any provision thereof, subject in all cases

to the terms and conditions of the Group Annuity Contract and of the Declaration of Trust.

II. On or after the later of (a) March 30, 2012 or (b) the fifteenth day following publication of a revised Offering Memorandum that describes (among other things) the investments permitted pursuant to Part II of these Investment Guidelines, the Trustee may purchase, to hold in trust in accordance with the terms and conditions of the Declaration of Trust, (a) one or more benefit responsive contracts issued by an institution deemed credit worthy by the Trustee pursuant to which such institution agrees to pay, on the terms specified in the contract, a specified portion of the amount required to honor qualified withdrawals at “book value” when requested by Participating Plans for the benefit of their participants, and (b) related assets (if any), including instruments representing the Fund’s interest in designated portfolio assets to which any such benefit responsive contract relates (which, for the avoidance of doubt, may include interests in collective investment trusts, including those maintained, and/or the assets of which are managed, by a party affiliated with John Hancock).

As used herein, “book value” refers to the “book value” of a Participating Plan’s account in the Fund, which at any time will equal to the sum of (i) such Participating Plan’s contributions to the Fund, plus (ii) interest credited to such Participating Plan’s account in accordance with the terms of the Trust (which, at any time, is expected to equal the weighted average of the then current interest rates credited under the Group Annuity Contract and under each other benefit responsive contract then held by the Fund, if any), minus (iii) previous withdrawals (if any) by such Participating Plan, minus (iv) accrued but unpaid fees and expenses payable from the Fund in accordance with the terms of the Trust, minus (v) adjustments under, or resulting from the termination of, the Group Annuity Contract (or any benefit responsive contracts held by John Hancock with respect to the Group Annuity Contract) or other benefit responsive contracts.

III. Whenever an investment pursuant to Section II exists, net contributions received from Participating Plans shall be invested by the Trustee in the Group Annuity Contract described in Section I and in each other then existing benefit responsive contract described in Section II on a pro rata basis, subject to any restrictions set forth in the applicable contracts. Similarly, whenever an investment pursuant to Section II above exists, withdrawals for any purpose constituting a direct or indirect obligation of the Trust (including, as defined in the Group Annuity Contract, but not limited to Participant Directed Withdrawals, Plan Directed Withdrawals, deemed Plan Directed Withdrawals, withdrawals requested by John Hancock to replenish the Cash Sub-Account under the Group Annuity Contract, withdrawals to expel a Participating Plan from the Fund) shall be funded by withdrawals from the Group Annuity Contract and from each other then existing benefit responsive contract (or the related portfolio assets, in accordance with the terms of the relevant contract) on a pro rata basis, subject to any restrictions set forth in the applicable contracts. As used herein, “pro rata basis” means a percentage based on the respective book value balances under the Group Annuity Contract and each other then existing benefit responsive contract, if any, at the time a contribution or withdrawal is made.

Except for contributions received from Participating Plans and held by the Trustee pending investment in accordance with these Investment Guidelines, and distributions received under the Group Annuity Contract and other benefit responsive contracts (if any) and held by the Trustee pending distribution to Participating Plans, assets of the Trust shall consist solely of investments described in Sections I and II above.

JOHN HANCOCK STABLE VALUE FUND
COLLECTIVE INVESTMENT TRUST

DESCRIPTION OF CLASSES

The beneficial ownership of the Trust is evidenced by Units which represent undivided proportionate interests in all of the assets and liabilities of the Trust. Each Unit is entitled to the allocated proportional share of all income, profits, losses and expenses of the Trust, as applicable to each class of Units created by the Trustee. From time to time, the Units may be divided into a greater number of Units of lesser value, or combined into a lesser number of Units of greater value, provided that the proportionate interest of each Participating Plan in the Fund or Class of the Fund, as the case may be, shall not thereby be changed. Units may be issued in fractional amounts as necessary or appropriate. The Trustee will not issue certificates evidencing Units. As of the date of the Declaration of Trust, there will be twenty-three classes of Units: (i) Class 1 Units, (ii) Class 2 Units, (iii) Class R-1 Units, (iv) Class R-2 Units, (v) Class R-4 Units, (vi) Class R-5 Units and (vii) Class R-6 Units, (viii) Class R-7 Units, (ix) Class R-8 Units, (x) Class R-9 Units, (xi) Class R-10 Units, (xii) Class R-11 Units, (xiii) Class G-1 Units, (xiv) Class I-1 Units, (xv) Class I-2 Units, (xvi) Class I-4 Units, (xvii) Class I-5 Units, (xviii) Class I-6 Units, (xix) Class I-7 Units, (xx) Class I-8 Units, (xxi) Class I-9 Units, (xxii) Class I-10 Units, and (xxiii) Class I-11 Units.

Class 1 Units

The Class 1 Units are Units beneficially owned by Eligible Plans whose investment in the Trust will be effected through the execution of a JH USA or JH NY GAC and the allocation of premium amounts pursuant to such GACs to the Stable Value Fund Sub- Account maintained by JH USA or JH NY for investments in the Trust. Class 1 Units of the Trust will be held in the Stable Value Fund Sub-Accounts of the JH USA/JH NY separate accounts backing the JH USA/JH NY GACs.

Class 2 Units

The Class 2 Units are units beneficially owned by certain Eligible Plans whose investment in the Trust will not be effected through the execution of a JH USA/JH NY GAC, but will instead be made directly in the Trust. Class 2 Units are reserved for the John Hancock Funds Stable Value Trust and similarly situated entities (and for their participating plans) that elect to transition into the Trust in connection with the winding up and termination of the John Hancock Funds Stable Value Trust (or similarly situated entity). As of the date of this Description of Classes, Class 2 Units are not available for issuance.

Class R-1 Units, Class R-2 Units, Class R-4 Units, Class R-5 Units, and Class R-6 Units, Class R-7 Units, Class R-8 Units, Class R-9 Units, Class R-10 Units, and Class R-11 Units

Class R-1, Class R-2, Class R-4, Class R-5, and Class R-6, R-7, Class R-8, Class R-9, Class R-10, and Class R-11 Units are Units beneficially owned by certain Eligible Plans whose investment in the Trust will be effected through a trustee or custodian associated with John Hancock Retirement Plan Services, LLC (“John Hancock Retirement”). The availability of each of these classes will vary depending upon the parties distributing the Units and providing administrative services to the Participating Plans purchasing those Units.

Each Unit will be equal in value to every other Unit. The Trustee expects that the par or book value of each Unit will remain constant at \$1.00, although there is no assurance that it will remain constant at \$1.00. No Unit or class of Units shall have any priority or preference over any other Unit or class of Units. However, each class of Units will have different fees and expenses.

Class G-1 Units

Class G-1 Units are Units beneficially owned by certain Eligible Plans whose investment in the Trust will be effected through a services arrangement with an entity that is not JHUSA, JHNY, or John Hancock Trust Company LLC (“JHTC”). The availability of this class will vary depending upon the parties distributing the Units and providing administrative services to the Participating Plans purchasing those Units.

Each Unit will be equal in value to every other Unit. The Trustee expects that the par or book value of each Unit will remain constant at \$1.00, although there is no assurance that it will remain constant at \$1.00. No Unit or class of Units shall have any priority or preference over any other Unit or class of Units. However, each class of Units will have different fees and expenses.

Class I-1 Units, Class I-2 Units, Class I-4 Units, Class I-5 Units, Class I-6 Units, Class I-7 Units, Class I-8 Units, Class I-9 Units, Class I-10 Units, Class I-11 Units

Class I-1, Class I-2, Class I-4, Class I-5, Class I-6, Class I-7, Class I-8, Class I-9, Class I-10, and Class I-11 Units are Units beneficially owned by certain Eligible Plans whose investment in the Trust will be effected through a services arrangement with an entity that is not JHUSA, JHNY, or JHTC. The availability of each of these classes will vary depending upon the parties distributing the Units and providing administrative services to the Participating Plans purchasing those Units.

Each Unit will be equal in value to every other Unit. The Trustee expects that the par or book value of each Unit will remain constant at \$1.00, although there is no assurance that it will remain constant at \$1.00. No Unit or class of Units shall have any priority or preference over any other Unit or class of Units. However, each class of Units will have different fees and expenses.

Trust Distribution and Administration Fees Relating to Class 1 Units

No distribution fees or commissions will be paid with respect to Class 1 Units. No fees or

commissions will be paid from Trust assets for record keeping and other administrative services performed by JH USA or JH NY (as the case may be) with respect to Class 1 Units purchased by JHUSA or JHNY pursuant to GACs issued to Eligible Plans. Any fees and expenses charged by JH USA or JH NY shall be governed solely by the terms of applicable GACs and settled between by JH USA or JH NY (as the case may be) and the relevant Plans.

Trust Distribution and Administration Fees Relating to Class 2 Units

Class 2 Units are reserved for (i) the John Hancock Funds Stable Value Trust and similarly situated entities that elect to purchase units of the Fund in connection with the winding up and termination of the John Hancock Funds Stable Value Trust (or any similarly situated entity) and (ii) participating plans of the John Hancock Funds Stable Value Trust and similarly situated entities which become the successors and assigns of such Trust or other entity upon final termination thereof. Fees and commissions for the marketing, distribution or sale of Class 2 Units in the Trust, on behalf of Eligible Plans, shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the Group Annuity Contract. Such fees and commissions will be calculated at the rate of 0.35% (per annum), based on the book value of the Class 2 Units and shall be payable in installments in arrears. Of this 0.35% amount, 0.10% is paid for distribution and wholesaling services and 0.25% will be paid to third parties for distribution services.

Class 2 Units of the Trust are held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. No fees will be paid from Trust assets for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees) for Class 2 Units of the Trust. Any such fees and expenses charged by such intermediaries shall be governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans, and the Trust shall have no responsibility with respect thereto.

Trust Distribution and Administration Fees Relating to Class R-1 Units

Fees and commissions for the marketing, distribution or sale of Class R-1 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.75% (per annum) based on the book value of the Class R-1 Units. Of this amount, 0.75% is expected to be paid to third parties.

Class R-1 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class R-1 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole

responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class R-2 Units

Fees and commissions for the marketing, distribution or sale of Class R-2 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.50% (per annum) based on the book value of the Class R-2 Units. Of this amount, 0.50% is expected to be paid to third parties.

Class R-2 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class R-2 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class R-4 Units

Fees and commissions for the marketing, distribution or sale of Class R-4 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.25% (per annum) based on the book value of the Class R-4 Units. Of this amount, 0.25% is expected to be paid to third parties.

Class R-4 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class R-4 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class R-5 Units

Fees and commissions for the marketing, distribution or sale of Class R-5 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.15% (per annum) based on the book value of the Class R-5 Units. Of this amount, 0.15% is expected to be paid to third parties.

Class R-5 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class R-5 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class R-6 Units

No fees or commissions will be paid from Trust assets for the marketing, distribution or sale of Class R-6 Units in the Trust.

Class R-6 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class R-6 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class R-7 Units

Fees for the marketing support, administrative or unitholder servicing of Class R-7 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.10% (per annum) based on the book value of the Class R-7 Units. Of this amount, 0.10% is expected to be paid to John Hancock Retirement for the aforementioned services.

Class R-7 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a trustee or custodian associated with John Hancock Retirement, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by John Hancock Retirement to Participating Plans for plan recordkeeping or administration (“John Hancock Retirement Recordkeeping Fees”) are governed solely by the terms of applicable agreements between John Hancock Retirement and the relevant Participating Plans and are the sole responsibility of the parties to such agreements. John Hancock Retirement may, in its sole discretion, reduce the John Hancock Retirement Recordkeeping Fees it charges a Participating Plan in recognition of compensation John Hancock Retirement receives from the Trust.

Trust Distribution and Administration Fees Relating to Class R-8 Units

Fees for the marketing support, administrative or unitholder servicing of Class R-8 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.15% (per annum) based on the book value of the Class R-8 Units. Of this amount, 0.15% is expected to be paid to John Hancock Retirement for the aforementioned services.

Class R-8 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a trustee or custodian associated with John Hancock Retirement, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by John Hancock Retirement to Participating Plans for plan recordkeeping or administration (“John Hancock Retirement Recordkeeping Fees”) are governed solely by the terms of applicable agreements between John Hancock Retirement and the relevant Participating Plans and are the sole responsibility of the parties to such agreements. John Hancock Retirement may, in its sole discretion, reduce the John Hancock Retirement Recordkeeping Fees it charges a Participating Plan in recognition of compensation John Hancock Retirement receives from the Trust.

Trust Distribution and Administration Fees Relating to Class R-9 Units

Fees for the marketing support, administrative or unitholder servicing of Class R-9 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.35% (per annum) based on the book value of the Class R-9 Units. Of this amount, 0.35% is expected to be paid to John Hancock Retirement for the aforementioned services.

Class R-9 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a trustee or custodian associated with John Hancock Retirement, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by John Hancock Retirement to Participating Plans for plan recordkeeping or administration (“John Hancock Retirement Recordkeeping Fees”) are governed solely by the terms of applicable agreements between John Hancock Retirement and the relevant Participating Plans and are the sole responsibility of the parties to such agreements. John Hancock Retirement may, in its sole discretion, reduce the John Hancock Retirement Recordkeeping Fees it charges a Participating Plan in recognition of compensation John Hancock Retirement receives from the Trust.

Trust Distribution and Administration Fees Relating to Class R-10 Units

Fees for the marketing support, administrative or unitholder servicing of Class R-10 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.50% (per annum) based on the book value of the Class R-10 Units. Of

this amount, 0.50% is expected to be paid to John Hancock Retirement the aforementioned services.

Class R-10 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a trustee or custodian associated with John Hancock Retirement, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by John Hancock Retirement to Participating Plans for plan recordkeeping or administration (“John Hancock Retirement Recordkeeping Fees”) are governed solely by the terms of applicable agreements between John Hancock Retirement and the relevant Participating Plans and are the sole responsibility of the parties to such agreements. John Hancock Retirement may, in its sole discretion, reduce the John Hancock Retirement Recordkeeping Fees it charges a Participating Plan in recognition of compensation John Hancock Retirement receives from the Trust.

Trust Distribution and Administration Fees Relating to Class R-11 Units

Fees for the marketing support, administrative or unitholder servicing of Class R-11 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.75% (per annum) based on the book value of the Class R-11 Units. Of this amount, 0.75% is expected to be paid to John Hancock Retirement for the aforementioned services.

Class R-11 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a trustee or custodian associated with John Hancock Retirement, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by John Hancock Retirement to Participating Plans for plan recordkeeping or administration (“John Hancock Retirement Recordkeeping Fees”) are governed solely by the terms of applicable agreements between John Hancock Retirement and the relevant Participating Plans and are the sole responsibility of the parties to such agreements. John Hancock Retirement may, in its sole discretion, reduce the John Hancock Retirement Recordkeeping Fees it charges a Participating Plan in recognition of compensation John Hancock Retirement receives from the Trust.

Trust Distribution and Administration Fees Relating to Class G-1 Units

No fees or commissions will be paid from Trust assets for the marketing, distribution or sale of Class G-1 Units in the Trust. The Trustee has agreed to waive the fee it is entitled to receive, as described in Appendix D, for Class G-1 Units of the Trust.

Class G-1 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class G-1 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and

expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-1 Units

Fees and commissions for the marketing, distribution or sale of Class I-1 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.75% (per annum) based on the book value of the Class I-1 Units. Of this amount, 0.75% is expected to be paid to third parties.

Class I-1 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class I-1 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-2 Units

Fees and commissions for the marketing, distribution or sale of Class I-2 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.50% (per annum) based on the book value of the Class I-2 Units. Of this amount, 0.50% is expected to be paid to third parties.

Class I-2 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class I-2 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-4 Units

Fees and commissions for the marketing, distribution or sale of Class I-4 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.25% (per annum) based on the book value of the Class I-4 Units. Of this

amount, 0.25% is expected to be paid to third parties.

Class I-4 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class I-4 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-5 Units

Fees and commissions for the marketing, distribution or sale of Class I-5 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.15% (per annum) based on the book value of the Class I-5 Units. Of this amount, 0.15% is expected to be paid to third parties.

Class I-5 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class I-5 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-6 Units

No fees or commissions will be paid from Trust assets for the marketing, distribution or sale of Class I-6 Units in the Trust.

Class I-6 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by one or more intermediaries that, in turn, provide record keeping and other administrative services to applicable Participating Plans. The Trust will not charge fees with respect to Class I-6 Units for the record keeping and other administrative services performed by such intermediaries (including what is sometimes referred to as “sub-transfer agency” fees), nor will it collect (and remit) fees charged by such intermediaries for any such services. Any fees and expenses charged by such intermediaries are governed solely by the terms of applicable agreements between the relevant intermediaries and Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-7 Units

Fees for the marketing support, administrative or unitholder servicing of Class I-7 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.10% (per annum) based on the book value of the Class I-7 Units. Of this amount, 0.10% is expected to be paid to third parties for the aforementioned services.

Class I-7 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a third-party trustee or custodian, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by the third-party to Participating Plans for plan recordkeeping or administration are governed solely by the terms of applicable agreements between the third-party and the relevant Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-8 Units

Fees for the marketing support, administrative or unitholder servicing of Class I-8 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.15% (per annum) based on the book value of the Class I-8 Units. Of this amount, 0.15% is expected to be paid to third parties for the aforementioned services.

Class I-8 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a third-party trustee or custodian, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by the third-party to Participating Plans for plan recordkeeping or administration are governed solely by the terms of applicable agreements between the third-party and the relevant Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-9 Units

Fees for the marketing support, administrative or unitholder servicing of Class I-9 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.35% (per annum) based on the book value of the Class I-9 Units. Of this amount, 0.35% is expected to be paid to third parties for the aforementioned services.

Class I-9 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a third-party trustee or custodian, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by the third-party to Participating Plans for plan recordkeeping or administration are governed solely by the terms of applicable agreements between the third-party and the relevant Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-10 Units

Fees for the marketing support, administrative or unitholder servicing of Class I-10 Units in the

Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.50% (per annum) based on the book value of the Class I-10 Units. Of this amount, 0.50% is expected to be paid to third parties for the aforementioned services.

Class I-10 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a third-party trustee or custodian, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by the third-party to Participating Plans for plan recordkeeping or administration are governed solely by the terms of applicable agreements between the third-party and the relevant Participating Plans and are the sole responsibility of the parties to such agreements.

Trust Distribution and Administration Fees Relating to Class I-11 Units

Fees for the marketing support, administrative or unitholder servicing of Class I-11 Units in the Trust shall be payable by the Trust from Separate Account distributions made to the Trustee by John Hancock pursuant to the terms of the John Hancock GAC or other assets of the Trust. Such fees are expected to total 0.75% (per annum) based on the book value of the Class I-11 Units. Of this amount, 0.75% is expected to be paid to third parties for the aforementioned services.

Class I-11 Units of the Trust are expected to be held and recorded on the books of the Trust as owned by a third-party trustee or custodian, which, in turn, provides record keeping and other administrative or unitholder services on behalf of the Trust. Any fees and expenses charged by the third-party to Participating Plans for plan recordkeeping or administration are governed solely by the terms of applicable agreements between the third-party and the relevant Participating Plans and are the sole responsibility of the parties to such agreements.

Calculation and Accrual of Fees

Unless otherwise expressly provided, from time to time, all fees will be (i) calculated based on the actual number of days elapsed and a 365 day year, (ii) accrued daily, and (iii) paid quarterly in arrears.

WITHDRAWAL PROTOCOLS

The following provisions apply with regard to individual Participant directed withdrawals, Participating Plan directed withdrawals, and other withdrawals from the Fund. When the Trustee receives a request for withdrawal from the Fund it will promptly request a withdrawal under the John Hancock Group Annuity Contract and under other relevant benefit responsive contracts then held by the Trust, if any. The Trust's ability to fulfill any such request is dependent upon its receipt of moneys under the terms of said Group Annuity Contract and any other benefit responsive contracts then held by the Trust, if any. The protocols set forth below and made a part of this Trust reflect the principal terms and conditions of the Group Annuity Contract, and the terms of other benefit responsive contracts held by the Trust, relating to the funding of withdrawal requests.

Participants must review their specific Plan procedures to identify what distributions are available and to determine the specific process to follow to effect a Plan distribution.

Individual Participant Directed Withdrawals - Benefit Responsive Withdrawals

Withdrawals from the Trust, from the Separate Account under the Group Annuity Contract, and from other benefit responsive contracts (if any), are generally permitted on a daily basis for individual Participants in Participating Plans.

Participant directed withdrawals must be requested as provided for within the specific terms of each Participating Plan. Subject to the foregoing, Participant directed withdrawals will be permitted in the following circumstances (each such withdrawal, a "**Benefit Responsive Withdrawal**"): (i) for participants of a Participating Plan (or beneficiaries or alternate payees thereof) upon death, retirement, disability, termination of employment, involuntary layoff, age 59½ or hardship, (ii) for the purpose of providing in service participant directed distributions from a Participating Plan, (iii) for the purpose of providing mandatory or required distributions from a Participating Plan, (iv) for loans to participants, (v) for withdrawals pursuant to the provisions of a "qualified domestic relations order," and (vi) for Participant transfers to another investment option offered under a Participating Plan which is not a Competing Fund. Benefit Responsive Withdrawals will normally be funded, subject to the receipt of funds from John Hancock pursuant to the Group Annuity Contract and from other relevant benefit responsive contracts (if any), no later than the Business Day following the Trustee's receipt of withdrawal instructions; provided the Trustee receives such withdrawal instructions on or before 12:00 p.m. (New York time) on such day. If the Trustee receives withdrawal instructions after 12:00 p.m. (New York time), such withdrawal shall occur no later than

two (2) Business Days following the Trustee's receipt of such withdrawal instructions, subject to the Trustee's receipt of funds from John Hancock pursuant to the Group Annuity Contract and from other relevant benefit responsive contracts (if any). The Trustee may take up to seven (7) additional calendar days after the receipt of good order instructions to fund a Benefit Responsive Withdrawal, if such delay is necessary to maintain adequate liquidity for the Trust. The Trustee also reserves the right to delay for an additional thirty (30) calendar days after the receipt of good order instructions to fund any Benefit Responsive Withdrawal in the event that the Trustee determines in its discretion that an earlier withdrawal may have an adverse impact on the Trust. The funding date of any withdrawal which is funded in accordance with this paragraph is hereinafter referred to as the "**Normal Funding Date**".

Deemed Participating Plan Directed Withdrawals

A Participant directed withdrawal may be deemed to be a Participating Plan Directed Withdrawal (as defined below) and treated in the same manner as a Participating Plan Directed Withdrawal if and to the extent provided under the Group Annuity Contract, any benefit responsive contract held by John Hancock with respect to the Group Annuity Contract, or any other relevant benefit responsive contract relating to the Trust. Withdrawals that may be deemed to be Participating Plan Directed Withdrawals include, but are not necessarily limited to, withdrawals that result from the following events:

Participant Communication: The withdrawal is a result of a communication from a Participating Plan or its sponsor to a Participant, which in the reasonable judgment of the Trustee, John Hancock or another issuer of a benefit responsive contract, is designed to or likely to induce Participants to make a withdrawal from the Trust, or the withdrawal occurs after such communication has been made and the applicable Participating Plan or its sponsor fails to provide the Trustee, for delivery to John Hancock and any other applicable issuer of a benefit responsive contract, with a requested copy of the applicable communication (any such communication, a "**Participant Communication**").

Additional Investment Option: An additional investment option has been established by the Participating Plan or the investment policy of an existing investment option of the Participating Plan has been modified without the written consent of the Trustee (which consent shall be given or withheld depending upon the action taken by John Hancock under the related provisions of the Group Annuity Contract and the action taken by any other benefit responsive contract issuer under the related provisions of such benefit responsive contract) so as to constitute or create a Competing Fund (as defined below).

New Pension Plan: A new pension plan has been established by the sponsor of the Participating Plan covering Participants in the Participating Plan which offers Participants a Competing Fund (as defined below).

Amendment of Participating Plan: The operation of the Participating Plan has been changed, by amendment or practice in a manner which, in the reasonable judgment of the Trustee, John Hancock or another issuer of a benefit responsive contract, is designed to or likely to induce Participants to make a withdrawal from the Trust.

Action of Participating Plan: The withdrawal is due to an action by the Participating Plan or its sponsor. Actions include, but are not limited to, a merger, sale, spin-off, early retirement incentive, facility relocation, voluntary layoff (involving severance incentives), or a Participating Plan termination, which is not the result of a court approved liquidation under applicable bankruptcy or insolvency statutes.

Competing Fund Investments: The Participating Plan has offered its Participants a Competing Fund (as defined herein) that will accept immediate transfers of funds from the Trust and the withdrawal involves, in whole or in part, an immediate transfer of funds to a Competing Fund. A “Competing Fund” is (i) any book value fixed income fund, (ii) any other fixed income fund with a targeted average duration of two (2) years or less, including but not limited to a money market fund or a short-term bond fund, (iii) any guaranteed interest account (other than a ten (10) year guaranteed interest account maintained by an affiliate of John Hancock and first offered for sale prior to May 1, 2006) or (iv) any other investment option that is designated as or otherwise deemed to be a “competing fund” pursuant to the Group Annuity Contract, any benefit responsive contract held by John Hancock with respect to the Group Annuity Contract or any other benefit responsive contract relating to the Trust; provided, however, Competing Fund does not include any self-directed brokerage account or any investment option made available through a self-directed brokerage account.

Right to Request Evidence

The Trustee may, and will if requested by John Hancock under the terms of the Group Annuity Contract (or if requested by any other relevant benefit responsive contract issuer), require evidence from a Participating Plan or its sponsor to confirm that a Participant directed withdrawal request qualifies as a Benefit Responsive Withdrawal and should not be deemed to be a Participating Plan Directed Withdrawal. If satisfactory evidence is not provided in response to such a request, John Hancock (or another benefit responsive contract issuer) may, and depending upon the action taken by John Hancock (or such other party) the Trustee may, deem the withdrawal request to be a Participating Plan Directed Withdrawal and treat it in the same manner as a Participating Plan Directed Withdrawal.

Participating Plan Directed Withdrawals

Subject to the receipt of funds pursuant to the Group Annuity Contract and other relevant benefit responsive contracts (if any) then held by the Trust, the Trustee will effect all withdrawals initiated by a Participating Plan or its sponsor (a “**Participating Plan Directed Withdrawal**”) and all Participant withdrawals deemed to be Participating Plan Directed Withdrawals, no later than twelve (12) months from the date that withdrawal instructions are received by the Trustee.

Upon the delivery to the Trustee of withdrawal instructions relating to an actual or deemed Participating Plan Directed Withdrawal (other than a Fee Increase Related Participating Plan Directed Withdrawal (as defined below)), the Participating Plan shall have the option to either (i) receive such withdrawal on the Normal Funding Date, subject to the application of a market value adjustment factor to the amount of the requested withdrawal if, at the time the Participating Plan Directed Withdrawal is to be made, the market value of the Fund’s assets (adjusted for all accrued but unpaid expenses as of the distribution date) is less than the aggregate book value of the Fund, or (ii) receive the withdrawal without a market value adjustment factor on a date selected by the Trustee no later than twelve (12) months from the date such withdrawal instructions are received by the Trustee, which date will normally be the next business day following the Trustee’s receipt of funds for such purpose from the Group Annuity Contract and other relevant benefit responsive contracts then held by the Trust, if any. The market value adjustment factor is a fraction the numerator of which is equal to the difference between the aggregate book value of the Fund and the market value of the Fund’s assets (adjusted for all accrued but unpaid expenses as of the determination date), and the denominator of which is the aggregate book value of the Fund, as determined in good faith by the Trustee. However, unless a replacement group annuity contract is issued to the Trustee for the benefit of the Fund by another regulated life insurance company in connection with a discontinuance by either party under the Group Annuity Contract, (i) the foregoing option to receive withdrawals without a market value adjustment factor shall become null and void immediately upon the giving of a notice of discontinuance by either party under the Group Annuity Contract, and (ii) all withdrawals funded subsequent to the date of a notice of discontinuance, whether pursuant to a Participant directed withdrawal request or a Participating Plan Directed Withdrawal request (including redemptions made to fulfill withdrawal requests initiated prior to the date of a notice of discontinuance), will be funded at the lesser of the requesting party’s book value or its pro rata share of the Fund’s net market value (based on the number of Units held by the requesting party) as of the applicable redemption date(s) (such that any such withdrawal funded at a point in time when the requesting party’s pro rata share of the Fund’s net market value is less than the requesting party’s book value as of the applicable redemption date(s) shall be subject to a market value adjustment factor that is a fraction the numerator of which is equal to the difference between the aggregate book value of the Fund and the market value of the Fund’s assets (adjusted for all accrued but unpaid expenses as of the determination date), and the denominator of which is the aggregate book value of the Fund, as determined in good faith by the Trustee), unless (and except to the extent that) the Trustee receives and is authorized to make book value payment(s) pursuant to the Group Annuity Contract and other benefit responsive contracts.

Following notice of an increase in the rate of the annual advisory fee that is payable to JHUSA in its capacity as advisor to the Trustee (such annual advisory fee, the “**Advisor Fee**”), each Participating Plan will have the opportunity to withdraw all of its funds from the Fund without a penalty or market value adjustment factor by providing, by no later than the ninetieth (90th) day following the date on which the notice of increase was given to Participating Plans (for electronic notification the date the notice was given shall be the date of electronic transmission, and for physical mailings the date the notice was given shall be the date that is three days after the notice was mailed), written notice of its objection to the Advisor Fee rate increase and its related request to withdraw all of its funds from the Fund (such Participating Plan Directed Withdrawal, a “**Fee Increase Related Participating Plan Directed Withdrawal**”). Upon delivery to the Trustee of timely withdrawal instructions relating to a Fee Increase Related Participating Plan Directed Withdrawal, the Participating Plan shall receive such withdrawal without a market value adjustment factor on the Normal Funding Date.

Withdrawals by the Trustee to Expel Participating Plan

If the Trustee determines, in its sole discretion, that (i) a Participating Plan has ceased to qualify as an Eligible Plan or (ii) such Participating Plan is in any way not in compliance with the terms and conditions upon which it was admitted to the Trust, or (iii) a withdrawal is necessary to preserve the Trust’s legal or tax status, the Trustee may effect a withdrawal to expel such Participating Plan from the Trust. In addition, if John Hancock makes such a determination under the terms of the GAC (or another relevant benefit contract issuer makes such a determination) and notifies the Trustee of such determination, the Trustee shall expel such Participating Plan from the Trust. In the event that a Participating Plan is to be expelled from the Trust, the Trustee shall so notify the applicable Participating Plan and shall request a withdrawal from the GAC and from other relevant benefit responsive contracts then held by the Trust, if any. If a Participating Plan is expelled from the Trust for reason (i). (ii) or (iii) it will be paid an amount equal to the lesser of the book value or the market value of its interest in the Trust. In addition, any costs, losses or penalties incurred by the Fund to expel any such Participating Plan, including without limitation expenses of the kind described in Section 3.07 of this Declaration of Trust, may be allocated entirely and directly to the account of such Participating Plan. In any such event such expelled Participating Plan will immediately cease to be a Participating Plan.

APPENDIX D
As of September 8, 2020

**JOHN HANCOCK STABLE VALUE FUND
COLLECTIVE INVESTMENT TRUST**

FEE SCHEDULE

For services rendered to the Fund the Trustee shall be entitled to receive a reasonable annual fee, which fee will accrue on a daily basis and will be paid in installments in arrears. As of the date hereof the annual fee is one (1) basis point on the book value of the Trust's assets but is subject to future revision. JH USA has agreed to pay the above-described annual fee of the Trustee. In addition, the Trustee and JH USA may mutually agree to amend the annual fee arrangement described above.

As of the date of this amended and restated Appendix D, no expenses of the Trust are paid by JH USA, other than (i) the Trustee's annual fee and certain anticipated expenses of the Trustee incurred in the ordinary course of the Fund's operation and (ii) the investment management, custodial and administrative fees of the Trust's direct and indirect investments (including, without limitation, the Group Annuity Contract and any related investment of the Separate Accounts, but excluding (i) any benefit responsive contract entered into by John Hancock that relates to the Group Annuity Contract and (ii) any benefit responsive contract, other than the Group Annuity Contract, held directly by the Trust). For the avoidance of doubt, the expenses of the Trust include but are not limited to (i) fees and expenses of the Trust's attorneys, auditors, custodians, agents, advisors (including the above-mentioned Advisor Fee payable to JH USA in its capacity as advisor to the Trustee) and other service providers, and (ii) other fees and expenses incurred by the Trustee in connection with, arising out of, or based on the value of the operation and maintenance of the Fund, including benefit responsive contracts or other investments held by the Fund.

Except where such expenses result from the negligence or willful misconduct of the Trustee or other breach of the Trustee's fiduciary duty (in which case such expenses will be the sole responsibility of the Trustee) or are paid by JH USA, they will be deducted and paid from Trust assets, which may include the Trust's interest in assets of the Separate Account, and if deducted from the Trust's interest in Separate Account assets will be paid by John Hancock to the appropriate party when due following receipt of an invoice or direction from the Trustee.

The Trust is also responsible for fees and commissions owed for the distribution or sale of interests in the Trust. Such items are described in Appendix B above. Such fees and commissions will be deducted separately from the assets of the Trust, which may include the Trust's interest in assets of the Separate Account, and if deducted from

the Trust's interest in Separate Account assets will be paid by John Hancock to the appropriate party when due following receipt of an invoice or direction from the Trustee.