



Contract Holder:

Effective Date:

Group Annuity Contract Number: 0000 GAC

The John Hancock agrees, subject to the conditions and provisions of this Contract, to pay to each Participant entitled thereto, a Retirement Annuity, and to pay or credit such other benefits or amounts as may be specified in this Contract.

1. This Contract is issued in consideration of the application and of the payment of Contributions by the Contract Holder.
2. This Contract is delivered in and is subject to the laws of the State of _____.
3. The provisions on this and the following pages are part of this Contract.

Signed for the John Hancock at Boston, Massachusetts

Countersigned by _____, on
Registrar

Single Purchase
Non-Participating
Guaranteed Benefit Sub Account

XX 1 NQSP

APPLICATION FOR GROUP ANNUITY CONTRACT
to the
JOHN HANCOCK LIFE INSURANCE COMPANY
Boston, Massachusetts
(Herein called the John Hancock)

Application is hereby made by the XYZ Company (herein called the Contract Holder) for Group Annuity Contract No. XXXX GAC (herein called the Contract) which is the Contract which has been agreed upon between the Contract Holder and the John Hancock to provide Retirement Benefits for certain named Participants.

Address of Contract Holder:

The Contract Holder hereby agrees to transmit to the John Hancock the Contribution payable under the terms of the Contract and to provide to the John Hancock on forms provided by or satisfactory to it, the necessary particulars concerning Participants to be covered, and to provide such other information to the John Hancock as may be required for carrying out the provisions of the Contract.

Not applicable is hereby designated as the Agent-Broker to receive any commissions payable with respect to the Contract issued on this Application, provided he is duly licensed as required by law.

This Application shall become a part of the Contract and said Contract shall become effective as of _____.

Dated at _____, this _____ day of _____, 20__.

XYZ COMPANY

By: _____

Title: _____

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OPTION FACTORS

SCHEDULE OF PARTICIPANTS

ARTICLE I. DEFINITIONS

1. Annuity Commencement Date

The Annuity Commencement Date of a Retired Participant is _____. The Annuity Commencement Date of an Active or Terminated Vested Participant is his Normal Retirement Date unless an Early Retirement Date or Late Retirement Date is in effect with respect to him.

2. Annuity Options

If the Qualified Joint and 50% Survivor Form of Annuity, as described in Definition 14 B, is not applicable or is waived, a Participant who has not reached his Annuity Commencement Date may elect, on or prior to his Annuity Commencement Date, one of the following Annuity Options to be effective on his Annuity Commencement Date:

(A) **Certain and Continuous Option**

A reduced Retirement Benefit will be paid to the Participant for life. If the Participant's death occurs during the period elected by the Participant prior to his Annuity Commencement Date, the Retirement Benefit will continue to the Participant's Beneficiary for the remainder of the period. The amount of reduced Retirement Benefit will be determined by the application of the appropriate factor selected from the Table _____ in Article IV.

(B) **Period Certain Option**

A Retirement Benefit will be paid to the Participant for a certain period. If the Participant's death occurs during the certain period elected, the Retirement Benefit will continue to be paid to the Participant's Beneficiary monthly for the remainder of the period certain elected. The last payment made to either the Participant or his Beneficiary will be that payment made during the last month of the period elected. The amount of reduced Retirement Benefit will be determined by the application of the appropriate factor selected from the Table ___ in Article IV.

(C) **Life Only Option**

Retirement Benefit will be paid to the Participant for life. Upon the death of the Participant, no further benefits will be due under this Contract. The amount payable under this Option is the Participants Retirement Benefit as shown on the Schedule of Participants.

ARTICLE I. DEFINITIONS (Continued)

(D) **Contingent Annuitant Option**

A reduced Retirement Benefit will be paid to the Participant for life. Upon the death of the Participant, a specified portion (100%, 66 2/3% or 50%) as elected by the Participant in accordance with the Plan, will be continued to his Survivor, if then living, for life. The amount of reduced Retirement Benefit will be determined by the application of the appropriate factor selected from Table _____ in Article IV.

The amount under the Annuity Option elected by the Participant shall depend upon the age of the Participant and of any designated Survivor and is subject to the limitations of the Internal Revenue Code as amended.

The Retirement Benefits payable under any Annuity Option are also subject to reduction for Early Retirement, if applicable.

3. **Annuity Purchase Date**

The Annuity Purchase Date is _____.

4. **Contract Holder**

Contract Holder means XYZ Company. The John Hancock shall deal exclusively with the Contract Holder.

5. **Contribution**

Contribution means the amount of payment due and payable to the John Hancock from the Contract Holder for the purchase of all Retirement Benefits under this Contract.

6. **Coverage**

A Participant shall become covered under this Contract on the date a Retirement Benefit is purchased for such Participant.

7. **Death Benefit After Retirement**

Death Benefit after Retirement means the benefit payable to a Participant's Contingent Annuitant or Beneficiary on account of the death of the Participant after his Retirement Benefit has commenced. The amount and form of Death Benefit to be paid shall be in accordance with the form of Retirement Benefit elected by the Participant and in effect on the date of death of such Participant.

ARTICLE I. DEFINITIONS (Continued)

8. **Death Benefit Before Retirement**

In the event of the death of a Participant prior to his Annuity Commencement Date and a Qualified Pre-Retirement Survivor Annuity as defined in Definition 21 is not applicable, the Death Benefit, payable in a lump sum to a Participant's Beneficiary, is equal to \$ _____.

9. **Disability Date and Benefit**

A Disability Benefit is provided under this Contract, provided the Participant has completed _____ years of service and attained age _____. Further, such Participant must qualify to receive Social Security Disability benefits. The amount of such Disability Benefit is equal to _____.

10. **Early Retirement Benefit**

The Early Retirement Benefit of a Participant is equal to his Retirement Benefit at his Normal Retirement Date, as shown in the Schedule of Participants reduced by the applicable factor selected from Table _____ in Article IV.

11. **Early Retirement Date**

The Early Retirement Date applicable to an Active or Vested Participant is the first day of the month following application for commencement of benefits filed with John Hancock, provided that such month falls within the _____ year period (i.e., 5, 7, or 10) immediately preceding his Normal Retirement Date.

A Participant whose termination of employment occurs prior to the completion of _____ years of service with the Employer is not eligible for Early Retirement. Such Participant shall receive a Retirement Benefit commencing on his Normal Retirement Date.

Benefits to a surviving spouse, as may be applicable in Definition 21 B, will be payable as of the earliest retirement age, as defined in Code Section 401(a). Such notice is to be filed with the John Hancock at least sixty days prior to the Early Retirement Date specified in the written notice.

12. **Employee Accumulations**

There are Employee Accumulations provided under this Contract. The amount of such Employee Accumulations as of _____ will be credited with interest from _____ to the earlier of the Participant's death, retirement or termination of employment. The interest rate is equal to _____. If a refund of Employee Accumulations is elected, the Participant's Retirement Benefit will be reduced in accordance with the method described below. _____

ARTICLE I. DEFINITIONS (Continued)

13. **Employer**

Employer means _____.

14. **Form of Annuity**

- A. Benefits will be paid in monthly installments beginning on the Participant's Annuity Commencement Date and ending with the month in which his death occurs. However, if Section (B) below applies or if the Participant elects an Annuity Option as described under Definition 2, his benefit will be converted to the appropriate alternate form.
- B. If a Participant is married, the Form of Annuity payable is a Qualified Joint and 50% Survivor unless such form is waived by the Participant and such waiver is consented to by the spouse in the manner prescribed by the Code Section 417 (a). The Qualified Joint and 50% Survivor Form of Annuity provides a reduced Retirement Benefit to the Participant for life. Upon the death of the Participant, 50% of the reduced Retirement Benefit will be continued to his spouse, if then living, for life. The amount of reduced Retirement Benefit payable under the Qualified Joint and 50% Survivor Form of Annuity will be determined by the application of the appropriate factor selected from Table _____ in Article IV.

Retirement Benefits payable under these Forms of Annuity are also subject to reduction for Early Retirement, if applicable.

15. **Late Retirement Benefit**

The Late Retirement Benefit of a Participant is an amount equal to his Retirement Benefit at his Normal Retirement Date, as shown in the Schedule of Participants, increased by the applicable factor from Table _____ in Article IV.

16. **Late Retirement Date**

The Late Retirement Date applicable to an Active Participant who works beyond his Normal Retirement Date is the first day of the month following application for commencement of benefits filed with John Hancock, provided that a Participant who is a 5% owner as defined in Code Section 416, may not elect a date later than April 1 following the year in which he attains age 70 1/2.

17. **Normal Retirement Benefit**

The Normal Retirement Benefit of a Participant is equal to his Retirement Benefit at his Normal Retirement Date, as shown in the Schedule of Participants.

ARTICLE I. DEFINITIONS (Continued)

18. **Normal Retirement Date**

The Normal Retirement Date of a Participant is the first day of the month coincident with or next following his sixty-fifth birthday.

19. **Participant**

A Participant is any individual designated by the Contract Holder as eligible to participate in the Plan and for whom a Retirement Benefit is to be purchased under this Contract.

Active Participant means each person identified by the Contract Holder as being in the employ of the Employer as of the Annuity Purchase Date of this Contract and for whom a deferred Retirement Benefit has been purchased hereunder. An Active Participant who terminates service with the Employer subsequent to the Annuity Purchase Date will be considered to be a Terminated Vested Participant.

Terminated Vested Participant means each person identified by the Contract Holder as having terminated service with the Employer prior to the Annuity Purchase Date of this Contract and for whom a deferred Retirement Benefit has been purchased hereunder.

Retired Participant means each person identified by the Contract Holder as having commenced Retirement Benefits on or prior to the Annuity Purchase Date of this Contract and for whom an immediate Retirement Benefit has been purchased hereunder.

20. **Plan**

Plan means _____, as in effect on the earlier of the Effective Date of this Contract or the date of the Plan's termination.

21. **Qualified Pre-Retirement Survivor Annuity Benefit**

Unless an optional form of benefit is selected within the qualified election period as defined in Code Section 417(a)(5)(B), in the event of the death of a married Participant:

- A. After the earliest retirement age, the Participant's surviving spouse (if any) will receive the benefit that would be payable as if the Participant had retired with an immediate Qualified Joint and 50% Survivor annuity on the day before the Participant's date of death.

ARTICLE I. DEFINITIONS (Continued)

- B.** On or before the earliest retirement age, the Participant's surviving spouse (if any) will receive the same benefit that would be payable as if the Participant had: (i) separated from service on the date of death, (ii) survived to the earliest retirement age, (iii) retired with an immediate Qualified Joint and 50% Survivor annuity at the earliest retirement age, and (iv) died on the day after attaining the earliest retirement age.

For purposes of (B) above, a surviving spouse will begin to receive payments at the Early Retirement Date unless such surviving spouse elects a later date.

22. Retirement Benefit

Retirement Benefit means the amount of Retirement Benefit purchased for a Participant under this Contract, in the form and amount as specified by the Contract Holder to the John Hancock.

The Retirement Benefit applicable to each Participant is included in the Schedule of Participants which is attached to, and made a part of, this Contract. The Retirement Benefit included for Active and Terminated Vested Participants is the amount payable at Normal Retirement Date. The Retirement Benefit included for Retired Participants is the amount payable on the Annuity Commencement Date for Retired Participants.

23. Schedule of Participants

The Schedule of Participants, immediately following Article IV, lists all Participants covered under this Contract.

**ARTICLE II. PROVISIONS PERTAINING TO CONTRIBUTIONS AND
THE PURCHASE AND PAYMENT OF RETIREMENT BENEFITS**

Section 1. Contribution And Purchase Of Retirement Benefits

The Contribution in the amount of \$ _____ due the John Hancock for the Purchase of all Retirement Benefits under this Contract is payable by the Contract Holder on _____ at the Home Office of the John Hancock.

Such Contribution was determined by the John Hancock for all Participants included in the Schedule of Participants based upon the age and sex of the Participant and the form of annuity payable as specified by the Contract Holder to the John Hancock using the actuarial assumptions described in Section 2 below, with such determination being conclusive for the purposes of this Contract.

Notwithstanding anything contained herein to the contrary, the John Hancock shall be liable for any amount expressed to be payable only to the extent to which the appropriate Contribution has been received from the Contract Holder.

Section 2. Purchase Rates For Retirement Benefits

The rates applicable to the purchase of Retirement Benefits are based on the following actuarial assumptions:

Mortality: GAR 94 Basic Table fully projected by Scale AA.

Interest: _____ % (Immediates)
_____ % (Deferreds)

Loading: _____ %

Section 3. Commencement of Retirement Benefit Payments

The John Hancock shall commence Retirement Benefit payments to a Participant on his Annuity Commencement Date. The amount of such monthly Retirement Benefit payment shall be equal to the amount determined in accordance with Definition 22 of Article I of this Contract.

**ARTICLE II. PROVISIONS PERTAINING TO CONTRIBUTIONS AND
THE PURCHASE AND PAYMENT OF RETIREMENT BENEFITS (Continued)**

Section 4. Mode Of Payment Of Retirement Benefit

Retirement Benefit payments to any payee shall be payable monthly on the first day of each month, except as provided in the following paragraph.

If the monthly Retirement Benefit payments payable under this Contract to any payee would be less than \$20.00, the John Hancock shall have the right, in lieu of making monthly Retirement Benefit payments, to make quarterly payments equal in amount to three times the monthly Retirement Benefit otherwise payable to such payee, provided such quarterly payments would be at least \$20; otherwise the John Hancock reserves the right to make payment in a single sum of the Retirement Benefit otherwise payable, or to make such payments in such other manner as agreed to in writing by the Contract Holder and the John Hancock.

SPECIMEN

ARTICLE III. GENERAL PROVISIONS

Section 1. Certificate

The John Hancock shall issue a certificate to the Contract Holder for delivery to each Participant for whom a Retirement Benefit is purchased. The certificate shall contain in substance a statement of the Benefits to which the Participant is entitled under this Contract. Such certificate shall in no way void or modify any of the provisions of this Contract.

Section 2. Assignment of Contract or Benefits

This Contract shall not be assigned without the consent of the John Hancock. Except as otherwise prescribed by law or pursuant to a qualified domestic relations order as defined in Code Section 414, no payee under this Contract shall have the right to assign, alienate, encumber, or commute any payments hereunder, nor shall any payments hereunder be subject to the debts, contracts, or engagements of any payee or to any judicial process to levy upon or attach the same for the payment of any claim against the payee.

John Hancock shall not be responsible for any determinations relating to the qualification, interpretation or administration of domestic relations orders assigning benefits payable under this contract. Such orders shall be referred to the responsible Plan Administrator or Employer who shall make such determinations in accordance with applicable law. John Hancock has the right to rely upon the determinations of such persons, and to act for the purposes of this Contract on the basis of such determinations.

Section 3. Information to be Furnished, Misstatements and Corrections

The Contract Holder, any Participant, and any payee shall furnish all information and proofs which the John Hancock may reasonably require in the administration of this Contract. The John Hancock shall have the right to rely upon such information and proofs and to act for the purposes of this Contract on the basis of such information.

If it shall be found that the age, sex, or any other relevant fact with respect to a Participant or other payee has been misstated, an equitable adjustment shall be made in the Contribution due or paid under this Contract on account of such Participant or other payee or in the yearly amount of Retirement Benefit.

In no event will the John Hancock be liable to pay a greater benefit with respect to a Participant or payee than that which would be payable on the basis of the correct information and the actual Contribution received by the John Hancock.

ARTICLE III. GENERAL PROVISIONS (Continued)

Section 4. Evidence of Survival

The John Hancock shall have the right to require evidence satisfactory to itself that any payee is living on each date a payment is due the payee and to withhold any payments otherwise due until such evidence is received. If such evidence is not made, it shall be presumed for the purpose of this Contract that the payee died immediately prior to the date the first such withheld payment was due.

Section 5. Facility of Payment

If any payee under this Contract is, in the judgment of the John Hancock, legally, physically or mentally incapable of giving a valid release for any payment due, the John Hancock may, until claim is made by the duly appointed guardian or other legal representative of such payee, make payment of the amounts payable to a person or institution who, in the opinion of the John Hancock, is then maintaining or has custody of such payee. Any payment made in good faith in accordance with this provision shall, to the extent of such payment, fully discharge the John Hancock from liability.

Section 6. Modification of Contract

No modification shall affect the amount or terms of any Retirement Benefits already purchased for a Participant prior to the effective date of the modification without his consent unless such modification is for the purposes of conforming this Contract to the requirements of Section 401 of the Internal Revenue Code Section of 1986 or acts amending such Section.

No modification of this Contract shall, except as provided in this Section, require the consent of, or notice to, any Participant or any other person who is or may become entitled to benefits under this Contract.

Only the President, a Vice President, the Secretary, or an Assistant Secretary of the John Hancock has authority on behalf of the John Hancock to modify or waive any of the provisions of this Contract.

Section 7. Entire Contract

This Contract, all attached Schedules and the Application of the Contract Holder, a copy of which is attached to and made a part of this Contract, shall constitute the entire Contract between the parties.

ARTICLE III. GENERAL PROVISIONS (Continued)

All moneys under this Contract shall be part of the general corporate funds of the John Hancock and shall be assigned for investment purposes by John Hancock to the Guaranteed Benefit Sub Account. The Guaranteed Benefit Sub Account is a pooled segment of John Hancock's General Investment Account under which guarantees of benefits or contract values are made.

Section 8. Contract Holder Not Agent of John Hancock

The Contract Holder shall not be considered the agent of the John Hancock for any purposes under this Contract.

Section 9. Non-Waiver of Contract Provisions

The failure of the John Hancock to perform or to insist upon the strict performance of any provision of this Contract shall neither constitute a waiver on the part of the John Hancock of its right to perform or to require the performance of such provision nor estop it from exercising any other rights it may have under this Contract.

Section 10. Miscellaneous

Words of the masculine gender include the feminine unless the context indicates otherwise.

All sums payable by the John Hancock shall be payable at its Home Office in Boston, Massachusetts.

The Plan is not a part of this Contract. The John Hancock's rights and obligations shall be governed by the provisions of the Contract notwithstanding any contrary provisions of the Plan.

"Code Section" means the applicable section of The Internal Revenue Code of 1986 as amended.

ARTICLE III. GENERAL PROVISIONS (Continued)

Section 11. Beneficiary

If a Participant covered under this Contract has waived his right to a Qualified Joint and Survivor Option with the written consent of his spouse, in the manner prescribed by Code Section 417(a) and regulations issued by the Secretary of the Treasury, or if a Participant is not married, the Participant may designate a Beneficiary or Beneficiaries to whom any death benefit shall be payable and may, from time to time, so long as there is any death benefit payable in the event of his death, change such Beneficiary or Beneficiaries by filing written notice (including written spousal consent) with the John Hancock. A change in beneficiary designation shall take effect upon receipt by the John Hancock, as of the date specified in the notice whether or not the Participant is living at the time of receipt and without prejudice to the John Hancock for any payment made or other action taken before its receipt.

If upon the death of a Participant or a Beneficiary who is receiving annuity payments, there is no designated Beneficiary then living who is entitled to receive the Death Benefit, if any, then becoming due to a Beneficiary, payment of such Death Benefit will be made by the John Hancock to the estate of the person upon whose death the payment becomes due or in lieu thereof, the John Hancock may, at its option, pay such Death Benefit to one or more of the following surviving relatives of such person: spouse, children, mother, father, brothers or sisters or to any relative permitted by applicable law. Any payment made in good faith in accordance with this paragraph shall, to the extent of such payment fully discharge the John Hancock from liability, which is not to imply that such liability is to be assumed by the Plan or Contract Holder.

Section 12. Severability

Should one or more provisions of the Contract be held by a court to be invalid, void or unenforceable, the remaining provisions will continue in full force.