PROPOSAL FOR

A NON-PARTICIPATING

SINGLE PREMIUM GROUP ANNUITY CONTRACT

CONTRACT HOLDER NAME

BID MONTH, YEAR

John Hancock Life Insurance Company, Boston, MA 02117
JH Group Annuity
01/01/04

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FOREWORD

The John Hancock Life Insurance Company, (John Hancock) is pleased to present this proposal for your consideration of our Non-Participating Single Premium Group Annuity Contract with respect to ***Contract Holder Name***.

The purpose of the proposal is to establish a common understanding of the annuity benefits and services that John Hancock would provide.

The information contained in this proposal is reflective of the data contained herein and the investment opportunities available to the John Hancock as of this date. Due to the volatility of interest rates, and in order for our offer to be as competitive as possible, we reserve the right to change or withdraw our offer at any time prior to your acceptance in the manner provided in this proposal.

If the proposal is acceptable, please call one of the contacts listed below to confirm that the Single Sum Premium is still available. Once you decide to accept this proposal, we require a binding commitment. A specimen Confirmation Letter has been included in this proposal for your review.

Mr. Kevin Farquhar
Senior Sales Executive
Office (617) 572-1280
FAX (617) 572-9273

Ms. Carolyn J. Purcell
Senior Underwriter
Office (617) 572-9451
FAX (617) 572-9273

We appreciate the opportunity to be of service and welcome any questions you may have.

SUMMARY OF PROPOSAL
FOR
CONTRACT HOLDER NAME
as of
DATE BID RELEASED

This proposal is based on our interpretation of the specifications and participant data as provided by *Broker / Consultant* via a (letter, electronic mail, memorandum, facsimile transmission) dated ___________ to Mr. Kevin Farquhar, Senior Sales Executive, with the John Hancock Life Insurance Company. This proposal specifies the conditions and provisions of benefits payable to participants identified on the Schedules of Participants. Schedules of Participants are included and made a part of this proposal.

Due to the volatility of interest rates, the Single Sum Premium is subject to change at any time prior to acceptance in the manner provided in this proposal.

Control Totals:	Life Counts	Monthly Annuity
Retired	___	**$**
Terminated Vested	___	**$**
Active	___	**$**
Total Participants	___	**$**

Liability Assumption Date: _________

Benefit Commencement Date: _________

Assumed Premium Receipt Date: _________

Single Sum Premium: **$** ___ **Commissions**

Included in Premium
State Premium Tax: **$**

John Hancock Life Insurance Company Highlights:

Financial Quality as of **December 31, 2003**	**A.M. Best**	**A++ (Superior)**
	Fitch	**AA (Very Strong)**
	Moody's	**Aa3 (Excellent)**
	Standard & Poor's	**AA (Very Strong)**

Commitment to Superior Customer Service

* **On-Site Installation Meeting**
* **Customized Deductions**
* **Electronic Fund Transfer**
* **Toll Free Retiree Number**

SUMMARY OF BENEFIT PROVISIONS
FOR
CONTRACT HOLDER NAME

Normal Retirement Age	* **The first day of the month coincident with or next following the date the participant attains age 65**
Normal Retirement Benefit	* **Benefit as shown on the Schedule of Participants**
Early Retirement Benefit	
Commencement	* **Subsequent to the attainment of age 55 and completion of 10 years of service**
Benefit	* **Reduced by the applicable factors outlined in Table I for each month that commencement of retirement benefits precedes age 65**
Late Retirement Benefit	
Commencement	* **Subsequent to the attainment of age 65 but not later than the April 1st following the attainment of age 70 1/2**
Benefit	* **Normal Retirement Benefit actuarially increased by the factors outlined in Table II. Retroactive payments will be made to the Participant from the Normal Retirement Date to the benefit commencement date**
Disability Retirement Benefit	* **None provided**
Normal Form of Annuity	* **Life Only (unmarried)** * **Qualified 50% Joint & Survivor (married)**

Optional Forms of Annuity

* **50%, 66 2/3%, 75% or 100% Joint & Survivor**
* **5, 10, 15 or 20 Year Certain and Continuous**
* **Social Security Level Income Option**
* **Lump Sum Option**
* **Life Only**

Actuarial Equivalent

* **Interest: 6%**
* **Mortality: 1971 Group Annuity Table**
* **Setback/set-forward: None**

Pre-Retirement Death Benefit

Eligibility

* **Married Participant**

Commencement

* **Married Participant - First day of the month following the later of the participant's date of death or the earliest retirement date**

Benefit

* **Unmarried Participant - None provided**

* **Married Participant - Qualified 50% Joint & Survivor**

Post-Retirement Death Benefit

* **Based on Form of Annuity elected at Retirement**

Employee Contributions

* **None**

Plan Year

* **Calendar Year**

Cash Out of Small Benefits

* **Present value of the benefit is less than $3,500**

Actuarial Equivalent for lump sums

* **Interest: GATT Interest Rates**
* **Mortality: GATT Mortality Table**
* **Setback/set-forward: None**

SINGLE PREMIUM GROUP ANNUITY CONTRACT PROPOSAL
FOR

CONTRACT HOLDER NAME

I. GENERAL INFORMATION

1. Single Sum Premium

The Single Sum Premium to be paid to John Hancock Life Insurance Company is based on the specifications as outlined in this proposal.

It is understood that any change in a participant's status prior to the Liability Assumption Date due to death, retirement or misstatements of data such as date of birth, sex, annuity amount or annuity option will require an adjustment to the Single Sum Premium as determined by the John Hancock. Such adjustments will be calculated based on the current assumptions and procedures then in use by John Hancock.

The Single Sum Premium assumes that, aside from those benefits and administrative services which have been specifically identified in this proposal, no other benefits will be payable or services provided under our contract.

Our Single Sum Premium assumes that we have been informed of all events, which might adversely affect the level of experience under the Group Annuity Contract (particularly with respect to the incidence of early retirement). Such events include, but are not limited to, plant closings, early retirement incentive programs and acquisitions or spin-offs of employee groups. John Hancock reserves the right to adjust this amount should the participant data or the plan specifications differ from those which have been quoted herein. Please see Section 7 below.

2. State Premium Tax

This proposal ***does / does not*** include a State Premium Tax. However, if a participant's state of residence is California **(.5%),** Guam **(4%),** Texas **(.04%),** West Virginia **(1%)**, or Puerto Rico **(1%),** as of the Liability Assumption Date, then a State Premium Tax will be determined and added to the Single Sum Premium due.

3. **Commissions**

This proposal takes into consideration that there is no Commission payable hereunder (or a Commission equal to **___%** and the amount is included in the Single Sum Premium.)

4. **Qualification**

This proposal is based on the fact that the plan is qualified under Internal Revenue Code Section 401(a).

5. **Approval of Purchase**

In the event the annuity purchase does not receive any required governmental approval (e.g. the PBGC), John Hancock reserves the right to return the premium submitted, plus interest, less benefit payments and expenses, less an adjustment, if any, calculated in accordance with John Hancock's transfer adjustment formula in effect at the time of the transfer of funds.

6. **Proof of Age**

The necessary data requirements are included in the **DATA REQUIREMENTS FOR INSTALLATION** section of this proposal. We assume that the Plan Sponsor has certified dates of birth. However, it is not uncommon for participants to notify us of corrected dates of birth for themselves and/or their spouse when John Hancock sends out certificates. If we are notified of corrected dates of birth, we will request a copy of the birth certificate prior to calculating a premium adjustment for such participant.

7. **Final Pricing**

Final pricing adjustments will be calculated based on the current assumptions and procedures then in use by John Hancock. The cost adjustments are on a cash basis. Since we will be making a price adjustment at some date after the sale of the annuity purchase, we want our price to reflect market conditions as of that date. We do this by using current assumptions that we offer for new sales on that date. However, we use the same profit margin adjustment and same mortality assumptions agreed to at the time of the sale. The actuarial assumptions will be disclosed after the proposed Contract Holder's commitment to the annuity purchase.

8. Data Assumptions

The data submitted on __________________, did not include date of hire, date of termination or how many years of service a participant has accumulated, the sex of the surviving spouse. For the purpose of this proposal, we have assumed that all participants meet the eligibility requirements to retire prior to their Normal Retirement Date and that the spouse is the opposite sex of the participant.

9. Death of the Participant

The Social Security Administration supplies us with a file identifying deceased individuals by name and social security number. A comparison is made with our pricing data file to determine if any participant has died prior to the Liability Assumption Date as outlined in this proposal. If this match indicates a death of any participant, we will notify the client who will determine if there is a beneficiary involved. If there is no additional payee, a refund of premium will be made, as outlined in item 7 above. If there is a beneficiary, we will add the beneficiary's information to the pricing file and adjust the premium accordingly.

We will continue the Social Security match on a quarterly basis during the first year after the Effective Date of the Contract. Beyond the first year, the client will be responsible for notifying us of any further pre-Effective Date participant deaths in order for a refund of premium to be made to the Contract Holder. (For purposes of this section, Effective Date of the Contract is the date of the sale).

II. RETIRED PARTICIPANTS

1. Retirement Benefit and Form of Annuity

The amount of Retirement Benefit payable in accordance with the elected Form of Annuity is shown on the Schedule of Retired Participants.

2. Benefit Commencement Date

This proposal assumes that John Hancock will be responsible for benefit payments on the Benefit Commencement Date mutually agreed upon between the plan administrator and John Hancock.

In order for the John Hancock to pay individual annuity payments to participants commencing on ________________, we will need the appropriate data identified in this proposal on or prior to ______________, via disk.

Until we are able to pay participants directly, each month we will reimburse the current payor the total monthly annuities due via a bulk payment.

3. Death Benefit After Retirement

Survivor benefits are payable under the Form of Annuity in effect at the time of the participant's death.

III. ACTIVE AND TERMINATED VESTED PARTICIPANTS

1. Normal Retirement Date and Benefit

The Normal Retirement Date is the first day of the calendar month coincident with or next following the attainment of age 65.

The Normal Retirement Benefit payable is shown on the Schedule of Active and Terminated Vested Participants.

2. Early Retirement Date and Benefit

The Early Retirement Date is the first day of the calendar month following application for commencement of retirement benefits filed with John Hancock, provided that such month falls within the 10 year period immediately preceding the participant's Normal Retirement Date and the completion of 10 years of service.

The Early Retirement Benefit payable is equal to the Normal Retirement Benefit as shown on the Schedule of Active and Terminated Vested Participants reduced by the applicable factor contained in Table I for commencement of retirement benefits prior to age 65.

3. Late Retirement Date and Benefit

The Late Retirement Date is the first day of the calendar month, beyond the participant's Normal Retirement Date, following application for commencement of retirement benefits filed with John Hancock. However, the participant may not elect a date later than the April 1st following his attainment of age 70 1/2.

The Late Retirement Benefit payable is equal to the Normal Retirement Benefit as shown on the Schedule of Active and Terminated Vested Participants increased by the applicable factor contained in Table II for commencement of retirement benefits after age 65. Retroactive payments are payable to the participant from the Normal Retirement Date to the benefit commencement date.

4. **Disability Retirement Date and Benefit**

There is no Disability Retirement Benefit provided under this proposal.

5. **Normal Form of Annuity**

The Normal Form of Annuity for an unmarried participant provides a monthly benefit for the life of the participant (with 120 or 60 monthly payments guaranteed).

The Normal Form of Annuity for a married participant provides a reduced Qualified 50% Joint and Survivor Annuity, unless the Qualified Joint and Survivor option is waived by a married participant and such waiver is consented to in writing by the participant's spouse. The spouse's consent to such designation must be witnessed by an authorized representative of the employer or by a notary public.

The option factors for converting the life annuity to the 50% Qualified Joint and Survivor Annuity are identified in Table III, which is included and made a part of this proposal.

6. **Optional Forms of Annuity at Retirement**

The Optional Forms of Annuity below are the only options provided in this proposal. For married participants, spousal consent is required to elect an optional form of annuity.

50%, 66 2/3%, 75% or 100% Joint & Survivor
A benefit is payable to the participant for life. Upon the death of the participant, 50%, 66 2/3%, 75% or 100% continuance, as elected by the participant will continue to be paid to the survivor for life.

5, 10, 15, or 20 Year Certain and Continuous
A benefit is payable to the participant for life. If the participant's death occurs during the certain period elected by the participant, the same benefit will continue to be paid to a designated beneficiary for the remainder of the 5, 10, 15 or 20 year period. The final payment to the designated beneficiary will be made during the last month of the certain period elected. The guaranteed minimum number of payments shall not exceed the number of months permitted under Internal Revenue Code Section 401(a)(9) and applicable IRS regulations.

Social Security Leveling Option
Beginning on the first day of the month the participant reaches his/her earliest retirement age, a benefit is paid in equal monthly installments up to the first day on which he/she becomes entitled to receive his/her old age social security insurance benefit. The amount is then paid in reduced equal monthly installments for the remainder of his/her life, so that the retirement benefit payable to the participant is level over the course of payment.

Lump Sum Option
A single lump sum payment is payable to the participant in lieu of a monthly retirement benefit and no further benefits are payable.

Life Only
A benefit is payable to the participant for life and no benefits are payable to a spouse or beneficiary after the death of the participant.

7. Pre-Retirement Death Benefit

For a participant who is not married at date of death, a Pre-Retirement Death Benefit is not provided.

For a participant who has been legally married for at least one year at date of death, a Pre-Retirement Death Benefit equal to the participant's benefit in the form of a Qualified 50% Joint and Survivor Annuity payable for the life of the eligible surviving spouse will be provided.

The amount of the Pre-Retirement Death Benefit will be equal to 50% of the reduced annuity the participant would have received had he/she elected Early Retirement and the Qualified 50% Joint and Survivor Annuity was in effect.

The Pre-Retirement Death Benefit will be calculated as of and shall commence on the later of the first day of the month following the participant's date of death or the earliest date the participant would have been eligible to receive a retirement benefit. The spouse may elect to defer commencement to the first day of any month up to what would have been the participant’s Normal Retirement Date.

IV. TABLE I

EARLY RETIREMENT FACTORS

Table I

Age of Participant	Early Retirement Factor
55	.
56	.
57	.
58	.
59	.
60	.
61	.
62	.
63	.
64	.
65	1.0000

Interpolate for completed months.

V. TABLE II

LATE RETIREMENT FACTORS

Table II

Age of Participant	**Late Retirement Factor**
65	1.0000
66	.
67	.
68	.
69	.
70	.
71	.

Interpolate for completed months.

Interest Rate: ______%

Mortality Table: _______ Group Annuity Mortality Table

These rates were developed using the above assumptions. Since Late Retirement Factors are not available, these are the factors that will be used to calculate the Actuarial Equivalent that will be applied to the Normal Retirement Benefit. Any change in Late Retirement Factors will result in an adjustment of Premium.

VI. TABLE III

QUALIFIED 50%
JOINT & SURVIVOR FACTORS

Age of Participant	Joint & Survivor Male Factor	Joint & Survivor Female Factor
55	.	.
56	.	.
57	.	.
58	.	.
59	.	.
60	.	.
61	.	.
62	.	.
63	.	.
64	.	.
65	.	.

Interest Rate: _____%

Mortality Table: ________ Group Annuity Mortality Table.
This table assumes that male participants are four years older than female participants.

These rates were developed using the above assumptions. Since 50% Joint & Survivor factors are not available, these are the factors that will be used to calculate the Actuarial Equivalent that will be applied to the Normal Retirement Benefit. Any change in 50% Joint & Survivor factors will result in an adjustment of Premium.

ACTUARIAL EQUIVALENT FACTORS

Actuarial Equivalent Factors will be as determined by the following formulas.

100 % Continuation:	84% plus 1/2% for each full year or partial year the contingent annuitant is older than the Participant or minus 1/2% for each full year or partial year the contingent annuitant is younger than the Participant.
75 % Continuation:	86% plus 3/4% for each year the contingent annuitant is older than the Participant or minus ¾ % for each year the contingent annuitant is younger than the Participant.
50 % Continuation:	90% plus 1/2% for each year the contingent annuitant is older than the Participant or minus ½ % for each year the contingent annuitant is younger than the Participant.

The initial Actuarial Equivalent factor should be increased by .6% for each full year the Participant is under age 65. Age will be determined to complete months.

SERVICES PROVIDED BY JOHN HANCOCK

INSTALLATION VISIT

A John Hancock Representative with an experienced background in the administration of pension plans will be assigned the responsibility of successfully installing the contract. As part of our installation process the Representative will meet with the plan sponsor to:

- **Confirm benefit provisions**
- **Ensure smooth benefit payment transition**
- **Respond to plan sponsor's inquiries**
- **Establish lines for future communication**
- **Provide sample notification letters that recognize the relationship between the Plan Sponsor, the participants and the John Hancock**
- **Develop target dates for final data submission**
- **Review administrative forms, sample certificates, and annuity payment check forms**

John Hancock's special attention to these details promotes efficient ongoing administration**.**

PLAN SPONSOR SERVICES

With John Hancock's experienced managerial, technical and legal support, the customer will receive comprehensive and personal attention, backed by our computer and document storage and retrieval systems. Our services also include:

- **Issuance of customized annuity certificates**
- **Completion of required state insurance department filings**
- **Delivery of the Group Annuity Contract**
- **Plan Sponsor's name on the annuity check**
- **Acceptance of employer certification of dates of birth**

PARTICIPANT SERVICES

John Hancock employees are professionals in managing individual pension accounts and annuity payments and have an outstanding service record! All participants will be provided with the professional type of service they deserve...courteous, responsive and caring. These services include:

- **Prompt and accurate calculation and payment of retirement benefits**
- **Benefit quotations**
- **Address, name and beneficiary designation changes**
- **Toll free number for retirees including the capability to handle hearing impaired phone calls**
- **Direct Deposit / Electronic Fund Transfer**
- **Customized check deductions (i.e. medical, dental, life premiums ...)**
- **Federal and State tax withholding and reporting**
- **Stop payment and reissuance of lost checks within 48 hours**
- **Estate tax processing**
- **Processing of Qualified Domestic Relations Orders**
- **Issuance of Annuity Certificates upon execution of the contract**
- **The State Guaranty Association Act Notices will be delivered to the Participants who reside in states that require this disclosure information**

DATA REQUIREMENTS FOR INSTALLATION

For the John Hancock to maintain records and calculate and pay benefits to your participants, we will require the following information:

1. **Name (First and Last)**
2. **Social Security Number**
3. **Date of birth**
4. **Sex**
5. **Current mailing address**
6. **Date of employment**
7. **Date of termination**
8. **Actual retirement date**
9. **Form of Annuity**
10. **Contingent Annuitant information**

    - **Name**
    - **Social Security Number**
    - **Date of birth**
    - **Sex**
    - **Relationship to payee**

11. **Beneficiary name and relationship**
12. **Deductions - Federal and State withholding**
13. **Customized deductions (medical, dental, life premiums, etc.)**
14. **Participant Bank information (if applicable)**

    - **Bank address**
    - **Account number**
    - **Bank routing number (ABA)**

Items 1 through 7 are necessary for both deferred and retired participants.

Items 8 through 14 are necessary only for retired participants.

In addition, we will require a listing of participants and payees who have a Qualified Domestic Relations Order or other court order or attachment against their pension since these situations require special handling.

PROCEDURES TO FOLLOW WHEN PLAN SPONSOR IS READY TO ACCEPT JOHN HANCOCK'S PROPOSAL

When you are ready to accept our proposal, please call to confirm the Single Sum Premium. Following verbal acceptance, we require a Confirmation Letter. The Confirmation Letter is a written confirmation that the Plan Sponsor accepts the terms of John Hancock's proposal and further agrees to deposit the stated Single Sum Premium with John Hancock on the date specified.

Call either the Sales Executive or Underwriter to confirm the Single Sum Premium and to accept the proposal. Due to the volatility of interest rates, the Single Sum Premium can change at any time up to verbal acceptance.

Return a signed Confirmation Letter to one of the contacts within 5 business days of verbal acceptance.

- **A copy of the Confirmation Letter is included in this section.**
- **The Underwriter will provide the Group Annuity Contract Number (GAC).**
- **The Confirmation Letter is to be signed by an individual who has authority to bind the Plan Sponsor or designated Contract Holder.**
- **You may fax the signed Confirmation Letter to us; however, we request the original to be mailed.**

Send or wire the Single Sum Premium on the date as specified in the Single Premium Group Annuity Contract Proposal.

- **The Wire Transfer Instructions are included in this section. The GAC Number is necessary for the wire transfer so that the premium is credited to the appropriate account.**

(Date)

____

____

____

____

Re: ________________________________
Group Annuity Contract Number ______GAC

Dear _________________:

John Hancock Life Insurance Company is pleased to have been awarded the Single Premium Group Annuity Contract placement for the ________________________. This letter is written confirmation of acceptance of John Hancock Life Insurance Company's offer that was verbally accepted on ______________ by ____________________________________.

A. **Effective Date of Contract:___________________**

B. **Liability Assumption Date:___________________**

C. **Single Sum Premium: $______________________**

   $___________ will be paid to the John Hancock on _____________.

D. **Commission: The Single Sum Premium includes a commission equal to ______% to be paid by the John Hancock to______________________.**

Our Contract was offered on the basis of the bid specifications and participant data provided by __________________ via a letter dated __________ and the John Hancock's Single Premium Group Annuity Contract Proposal dated__________.

We will prepare a final Contract document to reflect the above terms and John Hancock's standard provisions for contracts of this class. Until such final Contract document is executed, the Contract will be administered in accordance with the terms of the above referenced Single Premium Group Annuity Contract Proposal.

The John Hancock commits funds for investment immediately upon verbal acceptance of our contracts. If the Single Sum Premium is not received, the John Hancock could incur substantial investment losses. The Contract Holder/ Employer agrees to reimburse the John Hancock for such investment losses, if any, determined in accordance with the usual procedures of the John Hancock. A statement of our current procedures to determine the amount of such losses will be furnished upon request.

Please have this letter signed by an authorized representative of the Plan and returned via facsimile 617-572-_____ by _____________, with the original to follow by regular mail.

If you have any questions, please call me at 617-572-_____ or, in my absence, the Underwriter/Sales Executive, ___________________, at 617-572-______.

Sincerely,

____

____

(Employer/Trustee)

____

____

Signature

____

Title

____

Date

cc: ___________________________