



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

Terminal Funding
Non-Participating
Guaranteed Benefit Sub Account
Plan Reference

XX 1 NQTF

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 _____ (herein called the Contract Holder)
for a Group Annuity Contract providing Retirement Benefits for certain named Participants.

Address of Contract Holder:

The form of Group Annuity Contract No. _____ GAC hereby applied for is that which has been
agreed upon between the Contract Holder and the John Hancock.

The Contract Holder agrees:

1. To transmit to the John Hancock the Contributions on account of the Contract hereby
applied for;
2. To cause to be supplied to the John Hancock on forms provided by or satisfactory to it, the
necessary particulars concerning Participants to be covered, and to cause to be supplied such
other information to the John Hancock as may be required from time to time for carrying
out the provisions of the Contract.

_____ is hereby designated as the (Agent/Broker) to receive any
commissions payable on any Contract issued on this Application, provided that he is duly
licensed as required by law.

It is agreed that this Application shall become a part of the Contract hereby applied for, and that
said Contract shall take effect as of _____.

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

By: _____

Title: _____

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ARTICLE I. DEFINITIONS

1. Annuity Commencement Date

The Annuity Commencement Date of a Participant is the date on which his Retirement Benefit commences.

2. Annuity Options

The following Annuity Options are available under this Contract.

Option (A) Life Annuity

The Retirement Benefit will be paid to the Participant for life. No further benefits will be payable after the death of the Participant.

Option (B) Contingent Annuitant Option (50%, 66 2/3%, 75%, or 100%)

The Retirement Benefit will be paid to the Participant for life. Upon the death of the Participant, a specified portion of the Retirement Benefit, as elected by the Participant, will be continued to his designated Contingent Annuitant, if surviving, for life.

Option (C) Certain and Continuous Option (5, 10, 15 or 20 Years)

The Retirement Benefit will be paid to the Participant for Life. Upon the death of the Participant during the Period Certain (5, 10, 15, or 20 years), as elected by the Participant, the Retirement Benefit will be continued during the remainder of the Period Certain to the Participant's Beneficiary, if living.

If upon the death of the Participant or a Beneficiary during the Period Certain there is no Beneficiary then living who is entitled to receive the Retirement Benefit payments during the remainder of the Period Certain, the John Hancock shall pay the commuted value of such payments in one sum to the estate of the person upon whose death the payment becomes due.

If a Beneficiary who becomes entitled to Retirement Annuity payments so requests, or if the Beneficiary is an estate, trustee, or institution, the John Hancock will pay the commuted value of such payments in one sum to such Beneficiary in lieu of making Retirement Benefit payments.

ARTICLE I. DEFINITIONS (Continued)

Option (D) Certain Only Option (5, 10, 15, or 20 Years)

The Retirement Benefit will be paid to the Participant during the Period Certain (5,10,15, or 20 Years). Upon the death of the Participant during the Period Certain as elected by the Participant, the Retirement Benefit will be continued during the remainder of the Period Certain to the Participant's Beneficiary, if living.

If upon the death of the Participant or a Beneficiary during the Period Certain there is no Beneficiary then living who is entitled to receive the Retirement Benefit payments during the remainder of the Period Certain, the John Hancock shall pay the commuted value of such payments in one sum to the estate of the person upon whose death the payment becomes due.

If a Beneficiary who becomes entitled to Retirement Benefit payments so requests or if the Beneficiary is an estate trustee, or institution, the John Hancock will pay the commuted value of such payments in one sum to such Beneficiary in lieu of making Retirement Benefit payments.

The amount under the Annuity Option elected by the Participant shall depend upon the age and sex of the Participant and of any designated Contingent Annuitant or beneficiary. The Contribution, which was applied to purchase the Participant's Retirement Benefits, is subject to the limitations of the Internal Revenue Code, as amended from time to time.

Any other Annuity Option may be available under this Contract if John Hancock is then making such option available to other contracts in the same class as of this Contract.

3. Contract Holder

Contract Holder means the _____.

The Contract Holder shall act for and on behalf of the Employer in any matter pertaining to this Contract and each such act shall be binding on each Employer. The Contract Holder may direct ownership or payment of any annuity or death benefit payable hereunder to the Participant, the Contract Holder or any other person.

4. Contribution

Contribution means the amount received by the John Hancock from the Contract Holder to purchase a Retirement Benefit for a Participant.

ARTICLE I. DEFINITIONS (Continued)

5. **Coverage**

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

6. **Death Benefit Prior to Annuity Commencement Date**

The Death Benefit payable hereunder prior to a Participant's Retirement Date shall be equal to the Contribution received on behalf of the annuitant accumulated with 5% interest per annum compounded to the date of payment. Or a Death Benefit paid in any other method as mutually agreed upon by the Contract Holder and John Hancock.

7. **Employer**

Employer means _____ hereinafter sometimes called the Principal Employer, and such of its affiliated and associated companies which have adopted the Contract.

8. **Participant**

Participant means an employee of an Employer who is an annuitant under the Contract, and shall also mean a Beneficiary or Contingent Annuitant of the employee or any other person for whom a Retirement Benefit may be purchased under this Contract.

9. **Retirement Annuity**

Retirement Annuity means the amount of annuity that is payable to the Participant, his Contingent Annuitant, or his Beneficiary and further does not meet the requirements for qualification under Section 401 of the Internal Revenue Code.

10. **Retirement Benefit**

The Retirement Benefit is in the form of an annuity payable for lifetime or any other agreed upon payment commencing on the Retirement Date. The yearly amount of Retirement Benefit for the Participant will depend upon the Annuity Option elected by the owner, the age of the annuitant and of any designated Contingent Annuitant, and the Contribution which is applied to purchase the Retirement Benefit.

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

SECTION 1. PURCHASE OF RETIREMENT BENEFITS

The Contract Holder shall notify the John Hancock of the Annuity Commencement Date of each Participant in advance of such date and shall provide the John Hancock the appropriate election form, and any other information and data with respect to the Participant, Contingent Annuitant or Beneficiary which the John Hancock considers necessary to permit the purchase of the Retirement Benefit for the Participant.

On the Annuity Commencement Date of a Participant the John Hancock shall apply the Contribution received on behalf of the Participant to purchase the Participant's Retirement Benefit. The yearly amount of Retirement Benefit to be purchased will be determined by the application of such Contribution to the appropriate rate, for the Annuity Option elected by the owner, determined on the actuarial assumptions in effect on the date the Retirement Benefit is purchased.

SECTION 2. PURCHASE RATES FOR RETIREMENT BENEFITS

The rates applicable to purchase Retirement Benefits will be furnished by the John Hancock to the Contract Holder upon request.

The John Hancock shall have the right to change at any time the purchase rates for future purchases of Retirement Benefits.

Guaranteed Minimum Rate Basis. In no event will the rates applicable to the purchase of immediate Retirement Benefits for Participants be less favorable than rates based on the following assumptions:

Mortality: The 1983 Group Annuity Mortality Table projected to the year of purchase by Scale H rated six years younger for both males and females.

Interest: Age 50 and up - 3.00%.

Loading: 1.5% of gross premium, plus any applicable state premium tax.

Per Life Charge: \$500 for each Participant for whom a benefit is purchased.

SECTION 3. COMMENCEMENT OF RETIREMENT BENEFIT PAYMENTS

The John Hancock shall commence Retirement Benefit payments to a Participant on his Annuity Commencement Date.

SECTION 4. MODE OF PAYMENT OF RETIREMENT BENEFIT

Retirement Benefit Payments to any payee shall be payable monthly, quarterly, or any other method that is mutually agreed upon by the Contract Holder and John Hancock.

ARTICLE III. PROVISIONS PERTAINING TO THE PAYMENT OF CONTRIBUTIONS

SECTION 1. PAYMENT OF CONTRIBUTIONS

Contributions for the purchase of Retirement Benefits are due and payable by the Contract Holder on or before the Annuity Commencement Dates of the respective Participants for whom such benefits are to be purchased. The John Hancock shall be liable only for benefits for which appropriate Contributions have been received.

Unless John Hancock agrees, the Contribution for any one individual may not be greater than \$5 million.

All Contributions payable to the John Hancock under this Contract shall be payable at its Home Office or to an agent of the John Hancock authorized to receive payment.

SECTION 2. DISCONTINUANCE OF RETIREMENT BENEFIT PURCHASES

(A) Discontinuance of Retirement Benefit Purchases

The Contract Holder may at any time cause the purchase of Retirement Benefits to be discontinued by filing written notice with the John Hancock. The date of any such discontinuance shall be the later of, the date specified in the notice, and the date such notice is received by the John Hancock at its Home Office.

The John Hancock may at any time cause the purchase of Retirement Benefits to be discontinued by filing written notice with the Contract Holder that no further Retirement Benefits shall be purchased under this Contract on or after the date specified in the notice, which date will be at least 30 days after the date of such notice.

Discontinuance of Retirement Benefit purchases shall not affect the terms or conditions of any Retirement Benefit which was purchased prior to the date of such discontinuance.

(B) Termination of Contract

This Contract shall finally terminate when all payments due from the John Hancock shall have been completed.

ARTICLE IV. GENERAL PROVISIONS

SECTION 1. CERTIFICATES

The John Hancock shall issue a certificate to the Contract Holder for delivery to the owner of each annuity 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. The above references to certificate shall include certificate riders, if any.

SECTION 2. 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 any 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 any liability, except as otherwise prescribed by law.

SECTION 3. 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 Section 414 of the Internal Revenue Code, 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.

SECTION 4. INFORMATION TO BE FURNISHED, MISSTATEMENTS AND CORRECTIONS

The Contract Holder, any Employer, 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, unless it would be unreasonable to do so.

If it shall be found that the age, sex, or any other relevant fact with respect to a Participant has been misstated, an equitable adjustment shall be made in the benefits payable by the John Hancock on account of such Participant.

In no event shall the John Hancock be liable to pay any greater benefit with respect to any payee than that which would be payable on the basis of the correct information and the actual considerations received by the John Hancock.

ARTICLE IV. GENERAL PROVISIONS (Continued)

SECTION 5. 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 received within five years of the date a request for such evidence is made, it shall be presumed for the purposes of this Contract that the payee died immediately prior to the date the first such withheld payment was due.

SECTION 6. MODIFICATION OF CONTRACT

This Contract may be modified at any time by written agreement between the John Hancock and the Contract Holder. 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.

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 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. Any Certificate issued to a Participant shall not be a part of this Contract.

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, AND EMPLOYER NOT AGENTS OF JOHN HANCOCK

Neither the Contract Holder, nor the Employer shall be considered the agent of the John Hancock for any purpose 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.

ARTICLE IV. GENERAL PROVISIONS (Continued)

SECTION 10. BENEFICIARY

The owner 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 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 of a Beneficiary who is a natural person(s) and is receiving Retirement Benefit 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 at its option to the estate of such Participant or Beneficiary upon whose death the payment becomes due, or to any one or more of the surviving relatives of such Participant or Beneficiary. Any payment made in good faith in accordance with this paragraph shall, to the extent of such payment, fully discharge the John Hancock from any liability.

SECTION 11. MISCELLANEOUS

The phrase "written notice" means, unless otherwise stated, a written notice filed at the Home Office of the John Hancock in Boston, Massachusetts.

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 John Hancock's rights and obligations shall be governed by the provisions of the Contract and all applicable law.

The John Hancock shall not be considered a party to, nor shall it have any responsibility for the validity of, any trust agreement. The duty and liability of the John Hancock shall be governed solely by the provisions of this Contract and all applicable law.

The John Hancock in dealing with the Contract Holder shall not be obliged to see to the application of any funds or property, or be obliged to inquire into the necessity or expediency of any act of the 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.