

SERFF Tracking Number: MALF-126388996 State: Arkansas  
Filing Company: John Hancock Life Insurance Company State Tracking Number: 44123  
Company Tracking Number: 17862  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
Product Name: Single Premium Group Annuity  
Project Name/Number: /

## Filing at a Glance

Company: John Hancock Life Insurance Company

Product Name: Single Premium Group Annuity SERFF Tr Num: MALF-126388996 State: Arkansas

TOI: A02G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 44123  
variable Closed

Sub-TOI: A02G.003 Single Premium

Co Tr Num: 17862

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Andrea Barr

Disposition Date: 11/20/2009

Date Submitted: 11/18/2009

Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 11/20/2009

Explanation for Other Group Market Type:

State Status Changed: 11/20/2009

Deemer Date:

Created By: Andrea Barr

Submitted By: Andrea Barr

Corresponding Filing Tracking Number:

Filing Description:

John Hancock Life Insurance Company is filing for your approval, the attached group annuity contract and application.

This Single Premium Annuity provides for annuities to a closed group of employee's of Care Foundation, Inc. who are due benefits under this employer's qualified retirement plan. The benefits that accrue under the plan are subject to the rules of the federal ERISA laws and the purchases of these annuities are considered distributions under ERISA. This contract is non-participating and there are no dividends payable.

The product sale was initiated through a request for a bid proposal (RFP) received from the client's consultant working directly for the plan sponsor and who solicited bids from a number of life insurance companies.

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Article I describes the benefits available to the plan participants that are named in the contract. No additional benefits may accrue under the contract to the participant/employees other than those described in Article I and the related schedules. For instance, there are no conversion rights afforded to covered participants/employees. Article II covers, among other things, the purchase price and the date the money is submitted from the client. It also identifies the mortality tables and interest rates that were used to develop the price.

## Company and Contact

### Filing Contact Information

Andrea Barr, Senior Compliance Analyst abarr@jhancock.com  
 601 Congress St 617-663-4259 [Phone]  
 Boston, MA 02210 617-663-2995 [FAX]

### Filing Company Information

John Hancock Life Insurance Company CoCode: 65099 State of Domicile: Massachusetts  
 601 Congress St. Group Code: Company Type: Life  
 Boston, MA 02210-2805 Group Name: State ID Number:  
 (617) 663-3000 ext. [Phone] FEIN Number: 04-1414660  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$75.00  
 Retaliatory? Yes  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company	\$75.00	11/18/2009	32134669

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/20/2009	11/20/2009

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## Disposition

Disposition Date: 11/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	Single Premium Group Annuity Contract		Yes
Form	Application		Yes

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## Form Schedule

**Lead Form Number: AR 1 SP 06 17862**

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AR 1 SP 06 17862	Policy/Contract Certificate	Single Premium Fraternal Group Annuity Contract	Initial			17862 Care Foundation.pdf
	AR 2 SP 06 17862	Application/Enrollment Form	Application	Initial			Care Foundation App.pdf



**JOHN HANCOCK LIFE INSURANCE COMPANY**

John Hancock Place, P.O. Box 111, Boston, MA 02117

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Contract Holder: Care Foundation, Inc.

Effective Date: December 3, 2008

Group Annuity Contract Number: 17862 GAC

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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 Arkansas.
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  
General Investment Account

AR 1 SP 06 17862

**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 Care Foundation, Inc. (herein called the Contract Holder) for Group Annuity Contract No. 17862 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: 800 Founders Park Drive East  
Springdale, AR 72762

The Contract Holder hereby agrees to transmit to the John Hancock the Contributions 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. The Contract Holder will provide such other information to the John Hancock as may be required for carrying out the provisions of the Contract.

Kurt E. Dietrich is hereby designated as the Agent-Broker to receive any commissions payable with respect to the Contract issued on this Application.

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

This Application shall become a part of the Contract and said Contract shall become effective as of December 3, 2008.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CARE FOUNDATION, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**ARTICLE IV**

**OPTION FACTORS**

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## ARTICLE I. DEFINITIONS

### 1. Annuity Commencement Date

The Annuity Commencement Date of a Retired Participant is January 1, 2009. The Annuity Commencement Date of a Terminated Vested Participant is his Normal Retirement Date unless an Early Retirement Date or Late Retirement Date is in effect with respect to that Participant. The Annuity Commencement Date of any Participant may not be earlier than that Participant's Termination of Employment Date.

### 2. Annuity Options

If the Qualified Joint and 50% Survivor Form of Annuity, as described in Definition 15B, is not applicable or is waived, a Participant 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) **5 or 10 Year 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 elected. The amount of reduced Retirement Benefit will be determined by the application of the appropriate factor selected from the Table III in Article IV.

#### (B) **5 or 10 Year Period Certain Option**

An adjusted 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 certain period 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 adjusted Retirement Benefit will be determined by the application of the appropriate factor selected from the Table IV in Article IV.

#### (C) **Life Only Option**

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

**ARTICLE I. DEFINITIONS (Continued)**

**(D) Lump Sum Option**

A single lump sum payment is payable to the participant anytime after termination in lieu of a monthly Retirement Benefit. Based on the greater of:

Interest: The GATT interest rate for the month of September preceding the calendar Year in which the distribution occurs

Mortality: The GATT mortality table. Currently, the mortality table is the 94 GAR, projected to 2002 and blended 50% male/50% female

Or

Interest: 7%

Mortality: UP – 1984 Mortality Table

Annual benefit multiplied by a deferred lump sum factor determined on the basis of the Actuarial Equivalent above.

**(E) Joint & Survivor Option or Contingent Annuitant**

A reduced Retirement Benefit will be paid to the Participant for life. Upon the death of the Participant, a specified portion of the reduced Retirement Benefit (100%, 75% or 50%) as elected by the Participant in accordance with the Plan will be continued to his survivor, if then living, for life. A Participant may select someone other than a spouse as a survivor. The amount of reduced Retirement Benefit will be determined by the application of the appropriate factor selected from Table V in Article IV.

The period elected in options (A) and (B) above must not exceed that which is permissible under the limitations in the Code applicable to Plans qualified under 401(a). The amount payable under any 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.

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

**3. Annuity Purchase Date**

The Annuity Purchase Date is January 1, 2009.

## ARTICLE I. DEFINITIONS (Continued)

### 4. Cash Out of Small Benefits

If the Actuarial Equivalent value of a participant's accrued benefit is \$1,000, or less at termination or retirement, the benefit will automatically be distributed in the form of an immediate lump sum. The lump sum will be determined by the following:

Interest:	The GATT interest rate for the September preceding the Plan Year (January 1 through December 31) in which the distribution occurs.
Mortality:	The GATT mortality table. Currently, the mortality table is the 94 GAR projected to 2002 blended 50% male 50% female

### 5. Code

Code means the United States Internal Revenue Code of 1986 as amended from time to time.

### 6. Contract Holder

Contract Holder means the Care Foundation, Inc. The John Hancock shall deal exclusively with the Contract Holder. Contract Holder may include any successor company, or any company including any corporation or business entity which is owned, controlled, or acquired, merged with, or results from the reorganization of said company.

### 7. Contributions

Contributions mean 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.

### 8. Coverage Date

Coverage Date means the date a Participant becomes included in this Contract, which is the date a Retirement Benefit is purchased for such Participant.

### 9. 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 Annuity Commencement Date. 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, except as otherwise required by the section of the Code applicable to Plans qualified under Section 401(a) of the Code.

## ARTICLE I. DEFINITIONS (Continued)

### 10. **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 23B is not applicable, a Lump Sum Death Benefit is payable to the beneficiary per Definition 23 “Unmarried”.

### 11. **Disability Retirement Benefit**

There is no Disability Retirement Benefit provided under this Contract.

### 12. **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 I in Article IV.

### 13. **Early Retirement Date**

The Early Retirement Date applicable to a Terminated Vested Participant is the first day of the month following the application for commencement of benefits filed with John Hancock, provided that such month falls within the 10 year period immediately preceding his Normal Retirement Date.

A Participant whose termination of employment occurs prior to the completion of 10 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.

If a Participant dies any benefits payable to a surviving spouse will be payable as of the earliest retirement age, permitted under Code Section 401(a). Such written notice is to be filed with the John Hancock at least sixty days prior to the Early Retirement Date specified in the written notice.

### 14. **Employer**

Employer means the Care Foundation, Inc. Employer further means any successor company to the Employer, or any business entity that is owned, controlled, or acquired, merged with, or results from the reorganization of the Employer.

## ARTICLE I. DEFINITIONS (Continued)

### 15. **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 prior to retirement, 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 permitted under the Code. 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 V in Article IV.

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

### 16. **Late Retirement Benefit**

The Late Retirement Benefit of a Terminated Vested Participant is payable in the form of annuity in 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 II in Article IV.

### 17. **Late Retirement Date**

The Late Retirement Date applicable to a Terminated Vested Participant who is employed beyond his Normal Retirement Date is the first day of the month following the Participant's application for commencement of benefits filed with John Hancock. A Participant who is subject to the restrictions on qualified plans for owner employees, may not elect a date later than April 1 of the calendar year following the year in which he attains age 70 ½.

### 18. **Lump Sum Death Benefit**

There is no Lump Sum Death Benefit except as provided in Definition 23.

### 19. **Normal Retirement Benefit**

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

## ARTICLE I. DEFINITIONS (Continued)

### 20. **Normal Retirement Date**

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

### 21. **Participants**

A Participant is any individual designated by the Contract Holder who has an accrued benefit under the Plan and for whom a Retirement Benefit is purchased under this Contract. A definition of each Participant covered under this Contract is provided in (a) and (b) below.

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

(b). "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.

### 22. **Plan**

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

### 23. **Qualified Pre-Retirement Survivor Annuity Benefit**

Unmarried:

Unless an optional form of benefit is selected within the qualified election period as defined in Code Section 417(a)(6)(B), in the event of the death of a single Participant a Lump Sum is payable to the Participant's designated beneficiary equal in value to the Lump Sum benefit payable to the Participant.

Married:

Unless an optional form of benefit is selected within the qualified election period as defined in Code Section 417(a)(6)(B), in the event of the death of a married Participant, if death occurs prior to Annuity Commencement, the Participant's surviving spouse will receive the benefit that would be payable as if the Participant had retired with a Life Annuity which is the actuarial equivalent of a Lump Sum Benefit payable to the Participant on the day before the Participant's date of death. The surviving spouse may elect to take the Lump Sum in lieu of a Life Annuity. The surviving spouse will begin to receive payments at the Early Retirement Date unless such surviving spouse elects a later date.

Lump Sums will be determined on the basis specified in Definition 2(D) above.

## ARTICLE I. DEFINITIONS (Continued)

### 24. **Retirement Benefit**

Retirement Benefit means the amount of benefit that a Participant has accrued under the Plan as specified by the Contract Holder and payable in the form of an annuity and purchased under this Contract. The Retirement Benefit applicable to each Participant is included in the Schedule of Participants that is attached to, and made a part of, this Contract. The Retirement Benefit included for 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.

### 25. **Schedule of Participants**

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

### 26. **Termination of Employment with Current Employer**

Termination of Employment is the date on which the Participant's employment with the Employer is terminated other than by merger, acquisition, liquidation, or similar corporate transactions, death or retirement. If service is allowed to accrue with any entity for the purpose of determining Early Retirement eligibility and benefit, then the Participant must terminate employment with such entity prior to receiving benefits 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**

Contributions in the amount of \$959,377 due the John Hancock for the Purchase of all Retirement Benefits under this Contract is payable by the Contract Holder in United States Currency on December 8, 2008 at the Home Office of the John Hancock. A refund in the amount of \$20,157 payable by the John Hancock was wired to the Contract Holder on April 13, 2009 due to various adjustments.

The John Hancock determined such Contribution 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, and the actuarial assumptions described in Section 2 below, with such determination shall be conclusive for the purposes of this Contract.

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

### **Section 2. Annuity Purchase Rates for Retirement Benefits**

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

**Mortality:** The 1994 Group Annuity Mortality Table fully projected by Scale AA

**Interest:** 4.84% (Immediate)  
4.93% (Deferred)

**Loading:** 4.31%

### **Section 3. Commencement of Retirement Benefit Payments**

The John Hancock shall commence monthly Retirement Benefit payments to a Participant on his Annuity Commencement Date. The amount of such monthly Retirement Benefit payments shall be equal to the amount determined in accordance with Definition 24 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 in advance 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 lump 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.

**Section 5. Reemployment**

If a Participant returns to active employment with the same Employer, subsequent to the commencement of receiving a Retirement Benefit under this Contract, it is the policy of John Hancock not to suspend annuity payments. If reemployment does occur and the Participant or the Employer requests a suspension of annuity payments and it is approved by John Hancock then John Hancock reserves the right to require additional premium if the recommenced annuity payment is other than what was initially priced.

**Section 6. 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 a summary 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 and if the terms of the Certificate conflict with the terms of the Contract, the terms of the Contract shall control.

**Section 7. 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.

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

**Section 8. 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 suspend annuity payments to or on behalf of any incapacitated payee pending evidence of a claiming legal representative's authority; such suspended payments to be aggregated and held with interest.

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 9. 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 with the John Hancock (including written spousal consent, if required). 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 a 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 by reason of 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.

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

**Section 10. Participants Death Prior to Effective Date**

The Schedule of Participants will be matched against Social Security data on a quarterly basis after January 1, 2009, to determine if any Participant has died prior to January 1, 2009. If this procedure indicates that any Participant has died prior to the Effective Date, John Hancock will notify the Contract Holder. If there is no benefit payable under the Contract with regard to such a deceased Participant, an appropriate refund of Contributions will be made. If there is a benefit payable under the Contract with regard to such a deceased Participant, John Hancock will add the beneficiary information to the Schedule of Participants and Contributions will be adjusted as appropriate.

The John Hancock will continue to match the Schedule of Participants to Social Security data on a quarterly basis during the first year following the Effective Date of the Contract, and periodically thereafter; provided, however, if the death of a Participant prior to January, 1, 2009 is discovered more than one year after the Effective Date of the Contract, then there will be no refund or adjustment of Contributions.

## **ARTICLE III. GENERAL PROVISIONS**

### **Section 1. 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. No annuitant or other payee may voluntarily or involuntarily sell, or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose, any payment due him from John Hancock. 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 relation orders assigning benefits payable under this Contract or the Plan. 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 2. Information to be Furnished, Misstatements and Corrections**

The Contract Holder, any Participant, and any payee shall furnish all information and proof, 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 3. Modification of Contract**

No modification shall affect the amount or terms of any Retirement Benefits properly 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 Code 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 4. 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.

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 its General Investment Account.

### **Section 5. Contract Holder Not Agent of John Hancock**

Neither the Contract Holder, the Employer nor a plan administrator shall be considered the agent of the John Hancock for any purposes under this Contract.

### **Section 6. 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 III. GENERAL PROVISIONS (Continued)**

### **Section 7. 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.

### **Section 8. 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.

**ARTICLE IV. OPTION FACTORS**

**OPTION  
FACTORS**

## ARTICLE IV. OPTION FACTORS

TABLE I

### EARLY RETIREMENT FACTORS

Age of Participant	Early Retirement Factor
55	.3575
56	.3927
57	.4321
58	.4762
59	.5259
60	.5819
61	.6453
62	.7172
63	.7991
64	.8927
65	1.0000

**Interpolate for completed months.**

Interest Rate: 7%

Mortality Table: UP - 1984 Mortality Table

These rates were developed using the above assumptions as provided by Dietrich & Associates. Since 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 factors may result in an adjustment of Contribution.

**ARTICLE IV. OPTION FACTORS (Continued)**

**TABLE II**

**LATE RETIREMENT FACTORS**

<b>Age of Participant</b>	<b>Late Retirement Factor</b>
65	1.0000
66	1.1235
67	1.2662
68	1.4318
69	1.6248
70	1.8507
71	2.1166
72	2.4314

**Interpolate for completed months.**

Interest Rate: 7%

Mortality Table: UP - 1984 Mortality Table

These rates were developed using the above assumptions as provided by Dietrich & Associates. Since 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 factors may result in an adjustment of Contribution.

**ARTICLE IV. OPTION FACTORS (Continued)**

**TABLE III**

**10 YEAR CERTAIN AND CONTINUOUS**

<b>Age of Participant</b>	<b>10-Year Certain &amp; Continuous Factor</b>
55	.9677
56	.9643
57	.9604
58	.9562
59	.9514
60	.9462
61	.9404
62	.9340
63	.9270
64	.9194
65	.9111

**Interpolate for completed months.**

Interest Rate: 7%

Mortality Table: UP - 1984 Mortality Table

These rates were developed using the above assumptions as provided by Dietrich & Associates. Since 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 factors may result in an adjustment of Contribution.

**ARTICLE IV. OPTION FACTORS (Continued)**

**TABLE IV**

**10 YEAR CERTAIN ONLY**

<b>Age of Participant</b>	<b><u>GATT</u></b>	<b><u>UP-1984</u></b>
55	1.6876	1.4797
56	1.6501	1.4545
57	1.6121	1.4286
58	1.5735	1.4021
59	1.5346	1.3748
60	1.4953	1.3469
61	1.4556	1.3183
62	1.4156	1.2891
63	1.3754	1.2594
64	1.3351	1.2293
65	1.2949	1.1988

**Interpolate for completed months.**

The Greater of:

Interest: The GATT interest rate for the month of September preceding the calendar Year in which the distribution occurs. The rate in effect for September 2008 was 4.27% this rate changes annually.

Mortality: The GATT mortality table. Currently, the mortality table is the 94 GAR, projected to 2002 and blended 50% male/50% female

Or

Interest: 7%

Mortality: UP – 1984 Mortality Table

These rates were developed using the above assumptions as provided by Dietrich & Associates. Since 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 factors may result in an adjustment of Contribution.

**ARTICLE IV. OPTION FACTORS (Continued)  
TABLE V**

**QUALIFIED 50%  
JOINT & SURVIVOR FACTORS**

Participant Age	Beneficiary Age																				
	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71
55	0.9216	0.9244	0.9273	0.9302	0.9330	0.9359	0.9388	0.9416	0.9444	0.9472	0.9499	0.9526	0.9552	0.9578	0.9603	0.9627	0.9650	0.9673	0.9695	0.9716	0.9736
56	0.9153	0.9183	0.9213	0.9243	0.9274	0.9304	0.9334	0.9365	0.9395	0.9424	0.9453	0.9482	0.9510	0.9538	0.9565	0.9591	0.9616	0.9641	0.9665	0.9687	0.9710
57	0.9086	0.9117	0.9149	0.9181	0.9213	0.9245	0.9277	0.9309	0.9341	0.9373	0.9404	0.9435	0.9465	0.9495	0.9524	0.9552	0.9579	0.9606	0.9632	0.9656	0.9680
58	0.9014	0.9047	0.9081	0.9114	0.9148	0.9182	0.9216	0.9250	0.9284	0.9317	0.9351	0.9384	0.9416	0.9448	0.9479	0.9510	0.9539	0.9568	0.9595	0.9622	0.9648
59	0.8938	0.8973	0.9008	0.9043	0.9079	0.9114	0.9150	0.9186	0.9222	0.9258	0.9293	0.9329	0.9363	0.9397	0.9431	0.9463	0.9495	0.9526	0.9556	0.9585	0.9613
60	0.8857	0.8894	0.8930	0.8967	0.9004	0.9042	0.9080	0.9118	0.9156	0.9194	0.9232	0.9269	0.9306	0.9342	0.9378	0.9413	0.9447	0.9481	0.9513	0.9545	0.9575
61	0.8772	0.8809	0.8848	0.8886	0.8925	0.8965	0.9005	0.9045	0.9085	0.9125	0.9165	0.9205	0.9244	0.9283	0.9321	0.9359	0.9395	0.9431	0.9466	0.9500	0.9533
62	0.8681	0.8720	0.8760	0.8801	0.8841	0.8883	0.8925	0.8967	0.9009	0.9051	0.9094	0.9136	0.9178	0.9219	0.9260	0.9300	0.9339	0.9378	0.9415	0.9452	0.9487
63	0.8586	0.8627	0.8668	0.8710	0.8753	0.8796	0.8840	0.8884	0.8928	0.8973	0.9017	0.9062	0.9106	0.9150	0.9194	0.9237	0.9278	0.9320	0.9360	0.9399	0.9438
64	0.8486	0.8528	0.8571	0.8614	0.8659	0.8704	0.8750	0.8796	0.8842	0.8889	0.8936	0.8983	0.9030	0.9077	0.9123	0.9168	0.9213	0.9257	0.9300	0.9343	0.9384
65	0.8381	0.8425	0.8469	0.8514	0.8560	0.8607	0.8655	0.8703	0.8752	0.8801	0.8850	0.8900	0.8949	0.8998	0.9047	0.9096	0.9143	0.9190	0.9236	0.9281	0.9326
66	0.8272	0.8317	0.8362	0.8409	0.8457	0.8506	0.8555	0.8605	0.8656	0.8708	0.8759	0.8811	0.8863	0.8915	0.8967	0.9018	0.9069	0.9119	0.9168	0.9216	0.9264
67	0.8159	0.8205	0.8252	0.8300	0.8349	0.8400	0.8451	0.8503	0.8556	0.8610	0.8664	0.8718	0.8773	0.8828	0.8882	0.8936	0.8990	0.9043	0.9095	0.9146	0.9197
68	0.8041	0.8088	0.8137	0.8186	0.8237	0.8289	0.8342	0.8396	0.8451	0.8507	0.8564	0.8621	0.8678	0.8735	0.8792	0.8849	0.8906	0.8962	0.9017	0.9072	0.9126
69	0.7919	0.7967	0.8016	0.8067	0.8120	0.8173	0.8228	0.8284	0.8341	0.8399	0.8458	0.8517	0.8577	0.8637	0.8697	0.8757	0.8816	0.8875	0.8934	0.8992	0.9050
70	0.7790	0.7839	0.7890	0.7942	0.7996	0.8051	0.8107	0.8165	0.8224	0.8284	0.8345	0.8407	0.8469	0.8532	0.8595	0.8658	0.8720	0.8782	0.8844	0.8906	0.8967
71	0.7656	0.7706	0.7757	0.7811	0.7866	0.7922	0.7980	0.8040	0.8100	0.8162	0.8225	0.8290	0.8354	0.8420	0.8485	0.8551	0.8617	0.8682	0.8748	0.8813	0.8878
72	0.7515	0.7566	0.7619	0.7673	0.7729	0.7787	0.7846	0.7907	0.7970	0.8034	0.8099	0.8165	0.8233	0.8301	0.8369	0.8438	0.8506	0.8575	0.8644	0.8713	0.8781
73	0.7368	0.7420	0.7474	0.7529	0.7586	0.7645	0.7706	0.7769	0.7833	0.7898	0.7966	0.8034	0.8104	0.8174	0.8245	0.8317	0.8388	0.8460	0.8532	0.8605	0.8677
74	0.7216	0.7269	0.7323	0.7379	0.7437	0.7497	0.7560	0.7623	0.7689	0.7756	0.7826	0.7896	0.7968	0.8041	0.8114	0.8189	0.8263	0.8338	0.8414	0.8489	0.8565
75	0.7059	0.7112	0.7167	0.7224	0.7283	0.7344	0.7407	0.7472	0.7539	0.7608	0.7679	0.7752	0.7825	0.7900	0.7977	0.8054	0.8131	0.8209	0.8288	0.8367	0.8447

Interest Rate: 7 %

Mortality Table: UP - 1984 Mortality Table

These rates were developed using the above assumptions as provided by Dietrich & Associates. Since 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 factors may result in an adjustment of Contribution.

**ARTICLE IV. SCHEDULE OF PARTICIPANTS**

**SCHEDULE  
OF  
PARTICIPANTS**

**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 Care Foundation, Inc. (herein called the Contract Holder) for Group Annuity Contract No. 17862 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: 800 Founders Park Drive East  
Springdale, AR 72762

The Contract Holder hereby agrees to transmit to the John Hancock the Contributions 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. The Contract Holder will provide such other information to the John Hancock as may be required for carrying out the provisions of the Contract.

Kurt E. Dietrich is hereby designated as the Agent-Broker to receive any commissions payable with respect to the Contract issued on this Application.

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

This Application shall become a part of the Contract and said Contract shall become effective as of December 3, 2008.

Dated at Springdale, AR, this 6<sup>th</sup> day of October, 2009.

CARE FOUNDATION, INC.

By:  Anita Scism

Title:  Executive Director

Chris G. Wynn   
Board Chair

SERFF Tracking Number: MALF-126388996 State: Arkansas  
Filing Company: John Hancock Life Insurance Company State Tracking Number: 44123  
Company Tracking Number: 17862  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
Product Name: Single Premium Group Annuity  
Project Name/Number: /

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Flesch Certification <b>Bypass Reason:</b> Not Applicable <b>Comments:</b>		
<b>Satisfied - Item:</b> Application <b>Comments:</b> The Application is attached under the form schedule tab.	Item Status:	Status Date:
<b>Bypassed - Item:</b> Life & Annuity - Acturial Memo <b>Bypass Reason:</b> Not Applicable <b>Comments:</b>	Item Status:	Status Date: